The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, MAY 1, 1920.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE: £2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Solicitors' Remuneration.

THE NEW rule, Ord. 65, r. 4B, increasing Supreme Court costs by 33⅓ per cent., which was issued as a provisional rule in February (*ante*, p. 293), to come into operation on 16th February, has now been issued as a final rule, dated 22nd April, to come into operation to-day. The only change is the substitution of "Supreme Court" for "King's Bench Division of the High Court of Justice" in paragraph 2, which applies the rules to "all criminal proceedings in the Supreme Court."

Postponement of Cases for the Convenience of Counsel.

IN THE House of Lords, on Tuesday, the Lord Chancellor stated that a number of applications had recently been made to the House to postpone cases for the convenience of counsel. It became therefore necessary for him to re-state that the convenience of the Bar was not of itself a sufficient reason for the postponement of a case. Different considerations arose in the case of illness, but the general rule was as he had laid it down. An exception to this rule was recognized in the case of the officers of the Crown, and this House would always, having regard to their executive functions, endeavour to meet their convenience. Obviously inconveniences might arise if the rule were otherwise. If the House granted an indulgence to one counsel, it frequently happened that other counsel who could have attended on the date originally fixed for the hearing of a case might find it difficult to attend at the postponed hearing.

Treaty Making.

THE TREATIES with Austria and Bulgaria have now received statutory sanction, and we are a stage nearer the date assigned by the Termination of the Present War (Definition) Act, 1918, as the formal end of the war for legal purposes in this country. We do not propose to comment on the terms of the Treaties, nor to discuss whether the course of revision of the German and Austrian Treaties—denied by their authors, but, as everyone knows, implicit in their origin and nature—will be fast or slow. When International Law again asserts itself and comes under the discussion of jurists, there will be much both in the Treaties themselves—the confiscation of private property, for

instance—and in the development of methods of war, such as the use of bombs from the air—which will call for criticism. But at the present time these things are in the domain of the politician rather than the lawyer. In a calmer atmosphere it will be possible to consider whether the present methods of making war and making peace are a permanent retrogression, or only a temporary falling from grace due to extreme provocation and the success of economic and military force.

Rent and Mortgage Restriction Decisions.

It has been decided by the Divisional Court (Salter and Roche, JJ.) in *Nicholson* v. *Jackson* (*Times*, 29th ult.) that, under section 1 (1), proviso (iv.), of the Increase of Rent, &c., Act, 1915, a landlord can increase the rent to the full amount of any increase of rates charged in respect of the premises, notwithstanding that he compounds for the rates under the Poor Rate Assessment and Collection Act, 1869, and in fact pays to the overseers less than the actual increase. In *Re Dunn's Application* (*Times*, 12th March) recently, Eve, J., held that a mortgage of two houses is protected when one is within and the other without the statutory limit. This, indeed, is the obvious result of the language of section 2 (4).

Mandates under the League of Nations.

The provisions of Art. XXII. of the League of Nations Covenant, under which mandatories should exercise on behalf of the League as "a sacred trust of civilization," the duty of safeguarding the well-being and development of "peoples not yet able to stand by themselves under the strenuous conditions of the modern world" are gradually receiving concrete application. The Union of South Africa accepted some time back a mandate for the late German Colony of South-West Africa. New Zealand has accepted a mandate for Samoa, and other allocations have been made, as stated by Mr. Lloyd George in the House of Commons a month ago (*ante*, p. 398). It now appears that Syria has been allocated to France and Palestine and Mesopotamia to Great Britain. As to Armenia there appears to be a difficulty—partly pecuniary and partly due to the necessity of expelling the Turkish Army. The Peace Council appear to have suggested that the League of Nations should itself take the mandate for this country; but the League, in a reply which the Peace Council wished to keep secret, but which the *Times* has very conveniently published—thereby repeating the service rendered by (we believe) the *Manchester Guardian* in the publication of the secret treaties—states that the League has neither the necessary funds, nor, at present, the necessary force. Moreover, the terms of Art. XXII. forbid that the League of Nations should itself hold a mandate. Its function is to supervise the mandatories, and each mandatory has to render to the Council of the League an annual report. The utmost the Council can do is to assist the Peace Conference to discover some State which will accept the mandate, or, that failing, to discuss in conjunction with the Peace Council whether other measures can be devised for the protection of the Armenian State. This, accordingly, is the tenor of the League of Nations' reply. It follows, of course, from the conception of a mandate that it must be exercised with a single view to the welfare of the people concerned, and that the mandatory State must not accept it with a view to material profit for itself or its subjects. This, we imagine, is as familiar in Continental law as in our own.

The Test of Insanity in Criminal Cases.

In the *Times* of 13th April last a very interesting article appeared on the subject of "Crime and Madness—Modern Views of Responsibility," the gist of which is that the tests of criminal responsibility laid down by the judges in *McNaghten's case* (1843, 10 Cl. & F. 200) are out of date medically, and should be treated as out of date legally. The writer, who is anonymous, but who has obviously studied the question carefully and speaks with no little authority, is on the side of the medical profession in the disagreement that has long existed between the legal and medical professions as to what is the proper test to be applied in order to discover whether a person accused of a crime is to be held guiltless by reason of insanity. The words of Dr. Maudsley are quoted, describing the legal rules on the subject of responsibility as "unphilosophical in theory and discredited on all hands by practical experience of insanity." But this is a very moderate statement of the case from the medical point of view, and anyone who cares to look into the literature of the subject can easily find passages in which Dr. Maudsley speaks with extreme contempt and some violence of language about the views of lawyers with regard to criminal responsibility. A perusal of *McNaghten's Case* itself will do much to correct this exaggerated point of view, and though the principles there laid down require reviewing in the light of more recent psychological knowledge, the House of Lords might have some difficulty in placing the matter on a perfectly satisfactory basis. The existing rule is well summed up in the words of Mr. Justice Maule (*McNaghten's case, ubi supra*, at p. 205); "To render a person irresponsible for crime on account of unsoundness of mind, the unsoundness should, according to the law as it has long been understood and held, be such as rendered him incapable of knowing right from wrong." Apparently the medical view advocated by the *Times* writer is that, if accused persons are only so insane as to be "slaves of an overmastering idea, powerless to resist that which they know to be wrong," they are not to be held responsible—or punishable—for acts which in an ordinary case would be crimes; "they merit pity rather than reprobation." Between these two views—knowledge of right and wrong, and infirmity of mind which prevents this knowledge from having due weight—the lawyer has to steer his way, and he certainly ought not to reject the assistance of medical science in order to adhere to the simple rule of earlier days.

The Authority of *McNaghten's Case.*

McNaghten, who was tried for murder, did as a matter of fact obtain a verdict of Not Guilty on the ground of insanity, but this seems to have been due to the manner in which Tindal, C.J., framed his charge to the jury. The jury were told that the prisoner would be entitled to an acquittal if he was not sensible "that he was violating the laws both of God and man," but if "he was in a sound state of mind," the verdict must be against him. The case of the prisoner being of unsound mind, but not so unsound in mind as to be ignorant that he was doing wrong, was not put to the jury, and they therefore had no opportunity of pronouncing upon a very conceivable state of facts. This verdict and the question as to what degree of insanity was properly an excuse for a criminal act like murder "having been made the subject of debate in the House of Lords, it was determined to take the opinion of the judges on the law governing such cases" (10 Cl. & F., at 202). As there was no judicial question before the House, the judges gave their opinions with some unwillingness, and it is on the ground that the House of Lords were not sitting judicially that the opinions of the judges in this case are often said not to be authoritative. *McNaghten's case* is, however, reported among judicial decisions as though it were an ordinary appeal. This was in 1843, and seems to have been the last occasion on which the House of Lords thus acted in the double capacity of a legislative and a judicial body at the same time. Such anachronisms possibly may occur again, however, seeing that it is only ten years ago—to be exact, on 25th July, 1910—that a lay peer was called in to form a quorum of the House on its meeting for judicial business: see *Whiteman* v. *Sadler* as reported in the *Times* of 26th July, 1910, the "lay peer" being the Bishop of Bristol.

Criminal Responsibility and Madness.

On the above subject a learned correspondent writes as follows: "In a recent case the Lord Chief Justice complained that every murderer, any of whose relations have ever been in a lunatic asylum, now appeals against his conviction on the ground that he himself must therefore be deemed insane. As a matter of fact appeals to the Court of Criminal Appeal in

murder cases have become common form chiefly because such an appeal seems to be regarded by the Home Office as an indispensable condition precedent before it will normally deal with a murder appeal. If the prisoner has not exhausted his legal remedies (however hopeless), the Home Secretary is naturally reluctant to advise the use of its 'equity' to grant a reprieve on the part of the Crown. Hence such preliminary applications to the Court. But the real difficulty in murder cases is our antiquated and unsatisfactory rules of law for determining whether or not an accused person is insane. Those rules were laid down in the celebrated case of *Macnaghten* so long ago as 1843, and no criminologist or pathologist now regards them as at all in harmony with existing medical knowledge of mental derangement. For instance, no account is taken of "homicidal mania" or of "irresistible impulse" or of "moral mania"—all known to exist by modern psycho-therapeutists—which effectually destroy any real responsibility on the part of those who suffer from these maladies. The result is that judges and juries in practice disregard strict law and find verdicts of insanity without saying that they are disregarding it, but this is unsatisfactory. It has to be done *sub rosâ*, and therefore it is sometimes not done when it ought to be done because a stray judge feels bound to direct the jury accurately on the law, and induces them to give effect to it in all its fundamental narrowness. In such cases the Court of Criminal Appeal is debarred from interfering. Nor will the Home Office usually do so. It is to be feared that many sad miscarriages of justice occur, and will continue to do so until the law is amended on more enlightened lines. Such miscarriages, we fear, are particularly likely to occur in the case of ex-soldiers whose mental and moral balance has been deranged by their terrible war experiences in ways not appreciated by unimaginative judges and juries who have no experience of the extraordinary way in which pathological states of intellect and morality are produced by the conditions of the battlefield in quite decent minds."

Devolution of Legislative Powers.

THE SPEAKER'S Committee, according to an interesting and obviously specially informed article in Tuesday's issue of the *Times*, has produced two rival schemes for "Devolution" within Great Britain. Each scheme is supported by almost an equal weight of opinion. One is championed by Mr. Speaker LOWTHER himself, the other by Mr. MURRAY MACDONALD. Both are to be reported to Parliament as alternative schemes for its consideration. Both leave out Ireland as the subject of special treatment; but both propose separate local legislative bodies for England, Scotland and Wales. Mr. MACDONALD desires new Parliamentary bodies to be newly elected by new electorates. The Speaker's proposals are much more conservative. They are, indeed, essentially tentative and experimental. His proposal is to set up at once, for the duration of the present Parliament, Grand Councils for England, Scotland and Wales. These councils are to have powers approximately similar to those of a Canadian Province or an Australian State. Each is to consist of two Chambers. The Lower House is to consist of the existing members of the House of Commons, representing constituencies within the sphere of the Grand Councils' jurisdiction—*i.e.*, the English Grand Councils' Lower House is to consist of all the English members. The Upper House is to consist of such of the present Peers as the Committee of Selection of the House of Lords may nominate for each Province. Presumably all the Scots Peers will be placed in the Scots Upper House, including those who are also—as most of them are—members of the United Kingdom peerage as well. The Executive Government is to be vested in a Chairman, chosen by the Grand Council, and Ministers selected by him. The scheme is certainly interesting, and it seems to be workable. It has an interesting analogy to that of the separate provinces in the Union of South Africa. Just one point more may be mentioned. The present House of Parliament is to sit only in winter and spring, so that the Provincial Grand Councils shall be free to meet in autumn. They may choose their own place of meeting—e.g., the Scots members may meet at Westminster, or in Edinburgh or anywhere else in Scotland. But it is fairly obvious to anyone who understands Scots sentiment, that a Scots Grand Council dare not choose any other meeting-place than the old Parliament House in Edinburgh—at present given over to the Court of Session. The Scots Long Vacation, however, is some four months long, and leaves ample time for an autumn Parliament to meet and part without disturbing the *noblesse du robe* of Scotland, as the members of the Scots bar may fairly be described. As regards Wales, we presume that Cardiff would be the meeting-place, although romantic minds—and Wales is full of romantic minds—may perhaps insist on some more ancient site.

The Old Scots Parliament.

IT MAY BE of some interest to note here that the old Scots Parliament, which came to an end in 1707, was not constituted at all after the pattern of SIMON DE MONTFORT. To begin with, it consisted of only one House, presided over by the Chancellor, although there were three estates which all met together in one chamber—namely, the Peers, the Barons, and the Burgesses. The Peers we are familiar with; prior to the Reformation they included Abbots and Bishops, but the Church disappeared altogether from Parliament in the days of JOHN KNOX. The Scots Church had, and still has, its separate General Assembly, with its local ecclesiastical courts—the kirk session, presbytery, and synod. The Barons corresponded roughly to our "Lords of the Manor"; the manor was not known in Scotland, but its equivalent as a feudal court was the "Barony." This was, as a rule, equal to our English manors, and may once have been subdivided; but, if so, the old manors have vanished from the ken of the historian. Every holder of a "Barony" had a seat in Parliament in the "Baron's estate"; this included both lowland lairds and highland chiefs. No freehold franchise, forty-shilling freeholder or otherwise, existed in Scotland. The Burgesses, two for each burgh, were chosen by the Corporation of the borough—an exceedingly close body indeed. That of Edinburgh, at the date of the Reform Bill, consisted of just seventeen members, all members for life, so that the occurrence of a vacancy by death was the occasion of intense political intrigue. It will be seen that the Scots franchise, down to 1707, was an extremely narrow franchise. In fact, the Scots Parliament, unlike the English, was really an assembly of the tenants-in-chief of the Crown, whether Peers or Barons (gentry), or Corporations. To some extent, it corresponded to the French States-General; for long association in war and peace with pre-Reformation France had modelled some of Scotland's institutions into accord with those of the great European Monarchy. At the Union of the Parliaments in 1707, as is well known, the Scots Parliament was superseded altogether. The Scots Peers were not given seats in the House of Lords, but were allowed to elect sixteen representatives from amongst their own numbers—a somewhat inequitable position, but it must be remembered that the Scots *noblesse* was then very numerous and very impoverished. There having been no new creation of Scots Peers since 1707, most are now extinct. The great Peers, of course, have in general been given United Kingdom peerages and sit in Parliament as British hereditary Peers, and not as Scots Peers. Prior to 1707 the Scots judges, the Lords of Session, sat in Parliament, a form of life peerage abolished by the Union.

Collusion in Divorce.

DIVORCE LAW is being made quickly in the Courts nowadays, partly because the Probate Division has the assistance of Mr. Justice MCCARDIE, who delights in deciding knotty points of law almost as much as the normal court delights in evading the necessity of giving a decision upon them. And in *Laidler* v. *Laidler* (*Times*, 1st April) this learned Judge gave his decision on a point which his predecessors have hitherto contrived discreetly to ignore. A wife had been abandoned by a husband whom she suspected of adultery. She asked him to furnish her with evidence of the adultery, in order to facilitate divorce proceedings. He did so. Thereupon she brought the usual action for restitution of conjugal rights, refusal to

ocmply with an order for restitution being constructive desertion, and followed it up with a petition for divorce. In such cases the normal judge in the Divorce Court asks no questions; he accepts the evidence as to adultery, *plus* the disobedience to the order for restitution, without inquiring into the sincerity of the proceedings or the *bona fides* of the petition. But Mr. Justice McCardie felt it necessary to raise the deeper issue, and to consider whether the petitioner's request to the respondent to supply her with evidence of adultery amounted to collusion. He held that it did not, and delivered an interesting judgment on the nature of "collusion." This, he held, is essentially a fraud on the court, and therefore a contempt of court. He also followed *Churchward* v. *Churchward* (1895, P. 7), in holding that—for the purposes of "collusion" in divorce cases—any conduct which "disturbs the course of justice" is a fraud on the court. It looked, then, as if he were going to find that a request for evidence of adultery practically amounted to a request to commit adultery, or to pretend untruly that adultery had been committed—which would, obviously, be "collusion." But by an ingenious device he escaped this result. There is a distinction, he said, between "courtesy" and "collusion." It is a chivalrous act of one litigant to assist his foe by helping him or her with evidence on some material point of his or her case. Such chivalry is not "collusion," merely "courtesy." And the court must not treat a request for evidence to facilitate a suit as anything other than a reliance on the chivalry or "courtesy" of the other side, unless further evidence of collusion exists. This is an interesting doctrine, and harmonizes with the modern view in favour of not putting unnecessary obstacles in the way of a divorce. But it is not easy to reconcile with Lord Penzance's classic warning of the perils attending undue communications between petitioner and respondent in divorce suits: *Barnes* v. *Barnes* (1867, L. R. 1 P. D. 505, at p. 507). It is easy to see that an earlier generation of judges would scarcely have regarded such a request with the wise tolerance of Mr. Justice McCardie.

Presbyterian Marriages.

Mr. Justice Horridge made a very common English blunder the other day in the Divorce Court. He evidently had in his mind the common English idea that a Presbyterian is a "dissenter" in Scotland and Ireland, not in the same category as an Anglican. That, of course, is a mistake. In Scotland the Presbyterian is the churchman and the Anglican the Nonconformist, even when the Presbyterian is a member, not of the Established Church of Scotland, but of the Free or Free United Churches. A statute of 1871 gives to *every* Presbyterian minister in Scotland, of whatever church, the right to celebrate marriages as a state clergyman and the right of accepting a call to a benefice in the Church of Scotland. In Ireland there is no distinction between one denomination and another; and the Marriage (Ireland) Act, 1844, by section 4, long ago conferred on Irish Presbyterian ministers the same right of keeping official marriage registers, which their Scottish brethren have always possessed. Section 68 of the same statute provides that a certified copy of an extract in the register is good legal evidence of the marriage: *Wallace* v. *Wallace* (1896, 74 L. T. 253). Horridge, J., had before him a case in which an Irish marriage had to be proved, and at first demurred to the admissibility of a Presbyterian minister's certified copy. His idea was that, as in the case of English dissenters married in chapel, not in church, the registrar's certificate was necessary: *Whitten* v. *Whitten* (1900, P. 178). When referred to the statute just quoted and a later Act, he was convinced that the minister's certificate was good, but then went on to suggest that a Presbyterian had higher privileges in Ireland than in England. The point, of course, is that in England the Church of England is an established church, with the rights and duties of state officials, whereas no such distinction between one church and another exists in Ireland.

Mr. Hay Halkett, who has been transferred from Greenwich, sat at Lambeth Police Court on Monday for the first time as one of the magistrates permanently attached to the court.

Property Law Reform at Home and Overseas.

V.

There are two fields in property law reform, looked at rather from the conveyancing point of view, in which the oversea dominions have led the way and have advanced much further than the mother country—devolution of land on death, and registration of title to land. These two subjects have no necessary connexion with each other, and it is a matter perhaps of accident more than anything else that they have in a manner been tied together by being frequently dealt with in the same statute.

By the common law, freehold land, of course, devolves, on the death of the owner intestate as to the land, upon his heir-at-law, who is usually (but not always) the eldest son; if the owner disposes of the land by will, it then devolves, at his death, upon the devisee. The reform affected in the law of devolution of land has consisted in making it devolve according to the rules by which chattels devolve. There are two stages in this reform, answering to intestacy and testacy. The intestacy stage is the change made when, on the owner's death without disposing of his land by will, it devolves upon his personal representatives instead of his heir-at-law. The testacy stage is the change made when, on the owner's death, his land, whether the subject or not of any testamentary disposition, devolves in all cases on his personal representatives instead of on his heir-at-law or devisees, as the case may be. This devolution of freehold land upon the personal representatives does not, however, necessarily deprive the heir of his interest in his ancestor's land, for the executor or administrator will, on completing his administration and proceeding to distribution, be bound to convey the land to whoever is entitled to it, and the heir is still in England the person so entitled. It is proposed by the Law of Property Bill (clauses 136-138) to deprive the heir of all his special interest in his ancestor's land, and land and personalty not the subject of any testamentary disposition are to form a mixed fund distributable substantially as personalty is now distributed. This reform has been already carried out in most of the oversea dominions, and it is believed that there are few jurisdictions (of which the West Indies furnish some instances) in which the heir-at-law still takes the sole beneficial interest in freehold land on the death of his ancestor intestate as to it.

Although the heir overseas has nearly everywhere been deposed from the position of eminence given him by the common law, and freehold land is made distributable as personalty, what may be called the testacy stage is not yet complete. In many jurisdictions land does not devolve at once upon the personal representatives, but if made the subject of testamentary disposition passes directly to the devisee as formerly. This is so in the Australian States of Queensland and Tasmania, and an illustration from Canada is British Columbia.

It was not until 1897 that land in England devolved upon the personal representatives, leaving the heir still beneficially entitled in the event of the owner's intestacy. For the most part, a change in the law was made some time before that date overseas, though the first step was usually to abrogate the heir's rights. Thus in 1862 land in New South Wales was vested in the personal representatives on the owner's intestacy, leaving devised land to pass under the will directly to the devisee as before. In many of the dominions the original statutes have been consolidated, and the most usual form of enactment now in force is one by which all property, real and personal, is made to devolve upon the personal representatives and be distributable as personalty. Occasionally separate enactments deal with land, as in Nova Scotia, where these enactments are modelled on the Statutes of Distribution (Rev. Stat. 1900, c. 140). In Ontario the English Act of 1897 (Part I. of the Land Transfer Act) has served as a model for much of the Devolution of Estates Act (Rev. Stat. 1914, c. 119), but section 1 of the English Act is freely altered so as to embrace "all real and personal property," instead of merely "real estate."

One change in the law of the devolution of property on death is worth notice, though at present it has not spread very far. In one province of Canada it is enacted that "illegitimate children shall inherit from the mother as if they were legitimate, and through the mother if dead, any real or personal property which she would if living have taken . . . from any other person" (Saskatchewan, Devolution of Estates Act, Rev. Stat. 1909, c. 43, s. 23.) On the other hand, in Ontario it is expressly enacted, by section 27 of the Devolution of Estates Act (Rev. Stat. 1914, c. 119), that "an illegitimate child or relative shall not share under any of the provisions of this Act."

In point of actual time, the oversea dominions were very little ahead of England in introducing any system of registration of title properly so called—that is, where the title of the owner on the register is warranted or guaranteed by the State. The first English Act on this subject was the Land Registry Act, 1862. Prior to the date of that Act only three dominions had passed statutes of a similar kind—South Australia and British Honduras in 1858, and British Columbia in 1861. It is reasonable to suppose, and pretty nearly certain, that all three oversea statutes were, like the English Act, framed with some regard to and help from the Report of the Royal Commission made in 1857. The differences between the four schemes are, however, very great, and their subsequent developments differed even more than the original schemes. The scheme of the English Act broke down altogether, and has been replaced by that of the 1875 and 1897 Acts. The British Honduras scheme has remained at the same level, re-enacted in successive revisions of the statute law. The British Columbia scheme has been continually amended and improved, but remains, on the whole, a system *sui generis*, except so far as it has adopted features of other systems. The South Australian scheme became the origin of the "Torrens" system, and has spread over the whole of Australasia, a great part of Canada, and many scattered territories throughout the Empire, including some of the old-settled West Indies, and a modern protectorate like the Federated Malay States. The system now in force in Ontario is principally framed on the model of the English Acts of 1875 and 1897, but both the Ontario and British Columbia systems have borrowed largely from the Australian Torrens system.

Something was said in the preceding article of this series (*ante*, p. 442) about registration in general, and the difference between the English system of registration of title and those most generally adopted overseas. The differentiation is shewn at its sharpest in the contrast between the two methods of treating the legal estate in its relation to the registered estate or ownership. Whilst in England the legal estate of the common law is considered to remain in existence alongside of and notwithstanding the registered ownership, the view taken overseas—at all events, where the Australian system of registration of title prevails—is that the old legal estate is merged and superseded by the registered ownership. The oft-quoted case of *Capital and Counties Bank* v. *Rhodes* (1903, 1 Ch. 631) illustrates the English view. The oversea view is to be found stated definitely in two Australian cases—both under the registration statute of New South Wales. In the first of these, *Macindoe* v. *Wehrle* (1913, 13 State Rep. 500) the plaintiff (the registered owner of leasehold land) sought to recover possession of the land from the defendants on the ground that they had committed a breach of covenant in assigning their lease (held of the plaintiff) without the lessor's consent. But, the assignment not being in statutory form and therefore neither registered nor registrable, it was held by the Supreme Court of New South Wales that no legal estate had passed to the assignee, and that therefore there had been no breach. In the other case, *Davis* v. *McConochie* (1915, 15 S. R. 510), the plaintiffs (registered owners of freehold land) were also the lessors of the defendant, and sued him under the covenant to pay rent contained in the lease. The lease here, too, was not in statutory form, and was not registered. It was held by the Supreme Court that no estate had passed to the defendant, and that "as rent issues out of the land he is not liable to pay the rent." (In England the invalid lease might, under the Judicature Acts, have nevertheless entitled the plaintiff to recover rent, but these Acts were not in force in New South Wales.) Apart from any aid from the principle of *Walsh* v. *Lonsdale* (21 Ch. D. 9), which might have affected the decision of the second of these cases, had they been decided in England, and apart from any differences between leases here and in Australia, *Capital and Counties Bank* v. *Rhodes* is sufficient to shew that the view taken by the Australian court of the relation between the legal estate and the registered ownership would not be taken by an English court dealing with the Land Transfer Acts, 1875 and 1897. In England both these Australian cases would probably have ended in decisions being given in favour of the plaintiffs. The three cases cited well illustrate the different lines on which registration of title is developing at home and overseas.

There is one difference to be noticed between the two reforms referred to—devolution of land on death, and registration of title; whilst the former has, in varying degrees, spread over practically the whole of the dominions under the common law, the latter has extended only over an area of roughly half the Empire. In some of the older settled dominions, such as the Eastern Provinces of Canada, little progress has so far been made with registration of title, though the abrogation of the heir's rights on his ancestor's death is generally of long standing. In many dominions, old and new, registration of title has not yet been introduced at all. In most of the dominions where it does exist, there are still considerable areas of land not yet placed on the register. The change in the law of devolution of land on death applies, where it applies at all, to all land in that jurisdiction—registered or unregistered. To this there seems to be only one exception throughout the Empire: in Ireland a distinction in this respect is made between registered land vested in a purchaser under the Land Acts, and all other land, registered and unregistered: Local Registration of Title (Ireland) Act, 1891, ss. 83, 84.

JAMES EDWARD HOGG.

(To be continued.)

Law and Equity—The Legal Estate.

IT was thought at one time that the effect of the Judicature Acts, and particularly of sections 24 and 25 of the Judicature Act, 1873, would be to amalgamate common law and equity for all purposes. But the day has not yet come when, in the words of MAITLAND, "lawyers will cease to inquire whether a given rule be a rule of equity or a rule of common law." The expected fusion of law and equity has not yet taken place, and one of the most convincing proofs of this is the position in the law of property of the legal estate. Not the least of the peculiarities about the legal estate is that it is by courts of equity and by equitable doctrines that its commanding position has been assigned to it. It almost seems as though courts of equity, having originally attained their power and importance by making the legal estate their humble servant, were bent on redressing the wrong done by elevating this same legal estate into a position of unnecessary and undeserved pre-eminence.

The singular position now occupied by the legal estate in the English law of property—particularly land—in spite of the partial amalgamation of common law and equity effected by the Judicature Acts, is the subject of a small volume entitled "The distinction and anomalies arising out of the equitable doctrine of the legal estate," written by Mr. R. M. P. WILLOUGHBY, and published in 1912. In the compass of some 140 pages a number of these "distinctions and anomalies" are collected and commented on, and the claim made in the preface, "that no previous attempt to bring together" this material appears to be justified. Mr. WILLOUGHBY's little book has hardly attracted the attention it

deserves. The book consists of six chapters, the first entitled, "The differentiation of the legal and the equitable estate," and the sixth, "Possession *in personam*," dealing with the right of possession which under various circumstances equitable owners are allowed. But the best part is contained in Chapters, 2, 3 and 4, which are concerned with the plea of *bonâ fide* purchase and tacking. These chapters will be found to be of very real assistance to anyone, whether student or practitioner, who desires to understand how equity has come to shew, and continues at the present day to shew, such exaggerated respect for the legal estate under certain circumstances.

The explanation of this attitude of the English courts when administering equitable law—if the phrase may be allowed—is, in the fewest possible words, that the amalgamation of common law and equity effected by the Judicature Acts is partial and procedural only. This explanation, however, like others of extreme brevity, is too brief and condensed to be of much practical help in understanding the matter, and it is necessary to enlarge a little.

The doctrine of tacking, which introduces an exception to the maxim, *Qui prior est tempore potior est jure*, with respect to the priorities in interest of several incumbrancers on the same property, depends for its essential effect on the importance attached to the legal estate combined with the doctrine of purchase without notice. The most common case of tacking is where a third mortgagee, taking without notice of a second mortgage, gets in the legal estate from the first mortgagee and is then entitled to rank prior in interest to the second mortgagee. The maxim here acted on is *In æquali jure melior est conditio possidentis*, or its equivalent "Where there is equal equity the law shall prevail." But it is rather begging the question to say that in such a case the equities are equal, and it is only the respect paid by English courts of equity to the legal estate that causes this last-cited maxim to be acted on rather than the former—*Qui prior in tempore*, &c. The explanation given by Lord HARDWICKE in the year 1754 (*Wortley* v. *Birkhead*, 2 Ves. Sen. 571) was that the doctrine of tacking is due to the fact of law and equity being administered in different courts. He said: "It could not happen in any other country but this, because the jurisdiction of law and equity is administered here in different courts and creates different kind of rights in estates. . . . But if this had happened in any other country it could never have made a question, for if the law and equity are administered by the same jurisdiction, the rule *Qui prior est tempore potior est jura* must hold." Whether Lord HARDWICKE'S explanation of the origin of tacking be the true one or not, he would certainly be much surprised to find that at the present day, notwithstanding that "law and equity are administered by the same jurisdiction" in England, the doctrine of tacking, and the precedence given to the chance possession of the legal estate, are still flourishing as part of our jurisprudence.

Mr. WILLOUGHBY closely analyses and keenly criticises the twin doctrines of the plea of *bonâ fide* purchaser and tacking. He considers, referring for support to STORY'S "Equity Jurisprudence," that Lord HARDWICKE'S explanation is hardly sufficient. This, however, is not material to the value of his disquisition on the actual position that the legal estate even now undoubtedly occupies. And he certainly succeeds in shewing that the whole question of preferring the legal estate, in the face of the substantial rights of an equitable owner, is unsatisfactory and often illogical.

This illogical advantage enjoyed by the holder of the legal estate under the plea of purchase without notice, and the doctrine of tacking, constitute a strong argument for acting on Lord HARDWICK'S *dictum* that this advantage could not be enjoyed if law and equity were administered together in the same court, and for amending the Judicature Acts so as to secure the prevalence of the more reasonable rule embodied in the maxim *Qui prior est tempore*, &c. The better equity should in all cases be allowed to prevail. Another definite reason for abrogating the doctrine of tacking, and with it the artificial value now placed on the legal estate, is that wherever registration of conveyances and mortgages is required—whether the system be one of registration of title or registration of deeds—tacking is at once usually made impossible. Under the Yorkshire Registries Act, 1884 (s. 16), protection by possession of the legal estate or by tacking is expressly abrogated. Priority of interest is, where there is a register, governed by priority in order of registration. Even without any further general fusion of common law and equity, it would at least seem advisable to abrogate the doctrine of tacking by making all equitable interests rank in order of the time of their creation, when this is not brought about by the existence of a register which applies to the transaction and makes order of registration the test of priority.

The chief function of the legal estate at present is to afford a means of settling priorities among competing and conflicting interests. This is, in fact, much more effectively done by some system of registration—either of title or deeds. Great confusion has been introduced into the system of registration of title under the Land Transfer Acts by the collision of the old legal estate with the registered title. The right principle for systems of registration of title is that the register is really a substitute for the old legal estate, not an additional supra-legal estate. The gradual extension of registration of title on a proper basis should lead to a gradual elimination of the old technical legal estate, and eventually to its disappearance as an interest in land of any practical value.

The Real Property Bill.

(*Continued from page* 408.)

IV.

Conveyancing and Other Matters.—Mr. CHERRY'S Bill, as amended by the Joint Select Committee, will probably soon be available, and hence we do not propose to say much more about the Bill in its original form; though it is unlikely that the original form will be to any material extent altered. Some rearrangement of clauses there may be—we have, for instance, pointed out that clause 25, dealing with the execution of instruments by corporations, is out of place in Part I., which should be confined to laying down the general principles of the assimilation of real to personal estate—and some additional reforms will, no doubt, be introduced; but it would be too much to expect that the Joint Committee will attempt any general re-drafting of the Bill.

We should also notice—we have, perhaps, not kept this sufficiently in view in our comments on the Bill—that, according to the Memorandum prefixed to it, the promoters recognize that, "if and when the Bill is passed, measures will be required for consolidating the different branches of statute law affected." We understand that it is intended to act on this statement, and that Bills for consolidating the various statutes affected will be passed before the present measure comes into force. If this intention is fully carried out we shall have consolidated Conveyancing, Settled Land, Trustee and Land Transfer Acts, and thus the greater part of the present measure will be transferred to more appropriate statutes, and there will be left the provisions for abolishing copyhold and other customary tenures, for assimilating the law of real and personal property, and for regulating the new distribution of property into legal and equitable estates and interests. We presume there would also be a new Statute of Descent and Distribution dealing with the devolution of both real and personal estate. This should include the provisions (Part IX.) of the Bill which are to replace Part I. of the Land Transfer Act, 1897.

The carrying out of the plan will have very important effects on the present measure, and will materially contribute to its success. To take first the general principles contained in Part I. (Assimilation), it will be easier to secure that this Part shall really be confined to such principles, and shall not include any conveyancing details. One such case we have noticed above. Others will readily be found. Thus clauses 3 (5) and 6 (4) prescribe that a purchaser shall be entitled to have a title to a legal estate given to him, where possible, under a trust or power binding equitable interests. This is a conveyancing matter, and should be in Part III. Moreover, these provisions appear to be repeated in effect in clause 27 (3)—also in Part I.—making void a stipulation in a contract requiring a purchaser to take a title otherwise than under a settlement or a trust for sale, where such a title can be made. There may be a reason for having these double provisions, but we suggest for consideration whether both sets are in fact necessary. And there is more in clauses 26 (vesting orders) and 27 (mode of conveying legal

estates) which merits observation. Under clause 27 the power of the court to transfer a legal estate by vesting order is preserved; but clause 27 provides that the order shall operate as though it were a conveyance executed by the "estate owner." What is the necessity for this? It would, of course, be necessary if there were a provision that only a conveyance by the estate owner could be effective. But this is not so. A vesting order is recognized as having independent authority, and there is no need to "camouflage" it as being a conveyance by the estate owner. Then we find another clause besides clause 27 dealing with conveyances of legal estates. This is clause 10, which specifies the purposes for which a conveyance of such an estate can be made—to transfer the whole legal estate, to create a term of years, to create or reserve an easement, and so on. The first sub section of this clause has a long introduction, which overburdens it as a matter of drafting and makes it difficult to follow. This, if required, should be inserted separately by way of proviso or otherwise. But, in any case, clauses 10 and 27 are so related in subject matter that they should apparently be placed together.

We have not referred yet to clauses 5, 6 and 7, which deal with legal and equitable powers. A legal power is a power vested in the owner of a legal estate in respect of his estate; every other power is an equitable power. This, of course, corresponds to the broad distinction established by Part I. between legal estates, with which alone a purchaser of land will be concerned, and equitable estates which, in general, will arise either under a trust for sale or a settlement. Accordingly, equitable powers are to be shifted so as to take effect behind a trust for sale or a settlement. We should have been inclined to say that this was a necessary consequence of the new arrangement of estates as legal and equitable; but the Bill treats powers on an independent footing, and we are not prepared to say that this is unnecessary. It should be noticed that clause 18 finally abolishes the rule that a contingent remainder requires a particular estate of freehold to abolish it—thus confirming the abolition resulting from the circumstance that in future remainders, whether vested or contingent, can only take effect in equity; and it abolishes the old perpetuities rule that an estate cannot be limited to the child of an unborn tenant for life.

We have confined ourselves in the main to questions arising on the scheme for the assimilation of real to personal property, and the consequent re-arrangement of legal and equitable interests. It is this part of the Bill which is of chief interest to the real property lawyer, and it is by this that the success of the Bill will be tested. We do not pretend to have thought out all the intricacies which the draftsman had in his mind, and for the due regulation of which, under the new scheme, he had to provide. The task requires, in the first place, a clear conception of the whole of the estates, interests and powers, legal and equitable, which it is intended shall exist; and then an equally clear conception of the mode in which these powers are to operate, and these estates and interests to be created and transferred, and how they are to be mutually related. All this, no doubt, the draftsman and those who have helped him have had in their minds, and Part I of the Bill—shorn as we have suggested of certain excrescences—gives the scheme which they have devised. Speaking generally, it offers good prospect of success. If the Bill is pressed forward, we doubt whether there will be any substantial alterations in the scheme, and any defects it may have will be shewn by experience. We defer for the present any consideration of the specific amendments of the Conveyancing and other Acts. Although many of them are of great practical importance, they do not touch the general scheme for altering the foundation of the law of real property.

Books of the Week.

Registration of Title.—Registration of Title to Land Throughout the Empire: A Treatise on the Law Relating to Warranty of Title to Land by Registration and Transactions with Registered Land in Australia, New Zealand, Canada, England, Ireland, West Indies, Malaya, &c. By James Edward Hogg, M.A. (Oxon), Barrister-at-Law. Sweet & Maxwell (Limited). 65s. net.

Company Law.—The Joint Stock Companies Practical Guide. With the Text of the Companies (Consolidation) Act, 1908, Companies Act, 1913, Companies (Foreign Interests) Act, 1917, and Companies (Particulars as to Directors) Act, 1917. By Henry Hurrell and Clarendon G. Hyde, Barristers-at-Law. Eleventh Edition. Waterlow & Sons (Limited). 15s. net.

English Law for Schools.—An Elementary Commentary on English Law. Designed for Use in Schools. By His Honour Judge Rueg, K.C. George Allen & Unwin (Limited). 7s. 6d. net.

Mr. Hugh Rose-Innes, of the Junior Carlton Club, Pall-mall, 5, King's Bench-walk, Temple, and Tigh-na-mara, Banff, solicitor, left estate of gross value £24,253.

CASES OF THE WEEK.

House of Lords.

WHITE'S DIVORCE BILL. 22nd April.

Divorce—Ireland—Decree a Mensa et Thoro—Bill for Leave to Marry Again—Delay of More than Ten Years—Want of Means—Petition for Leave to Prosecute in Forma Pauperis.

The petitioner, a motor mechanic, residing at Claresford, Ireland, obtained a decree a mensâ et thoro *in the Irish Courts in* 1910 *dissolving his marriage with his wife. He alleged that owing to want of means he had been unable to present a Bill for divorce until recently, and he asked on the second reading of the Bill for leave to prosecute* in formâ pauperis.

Held, (1) *that want of means was a reasonable ground for the delay in presenting the Bill, and* (2) *that leave should be granted to prosecute* in formâ pauperis.

The petitioner, George Alfred White, married the respondent at the parish church of St. John the Baptist, at Donanaghta, Co. Galway, on the 2nd January, 1907, according to the rites of the Church of Ireland. They lived together as man and wife till April of that year at Claresford, Killaloe, when they separated by mutual consent, the wife going to live with an aunt. In July, 1910, the wife gave birth to a child of which the petitioner was not the father. He at once, on 2nd August, 1910, instituted proceedings in the Irish Courts, and a decree *a mensa et thoro* was pronounced in February, 1911. In 1920 he presented this Bill, praying for the dissolution of his marriage, and the Bill now came on for reading a second time. Counsel, in support of the Bill, which was unopposed, read an affidavit by the petitioner as to his means. He submitted that want of means was a reasonable ground for the delay in presenting the Bill, and cited *Warr's* case, decided in 1840, reported in McQueen's House of Lords and Privy Council Practice (1842, ed.), at p. 666. He also submitted that it was competent for their lordships to grant the petitioner leave to prosecute the Bill *in formâ pauperis*. It would seem that the last occasion on which leave to appear *in formâ pauperis* was as long ago as 1854. Those present were ordered by their lordships to retire, and, after considering both questions in private, the parties were directed to return to the Bar.

Lord Birkenhead stated that, in view of the petitioner's want of means, leave to prosecute the Bill *in formâ pauperis* would be granted. On the question of delay, it was the practice of their lordships in cases of long delay, such as the present case, not to sanction proceedings by Bill, unless it was clearly shewn that the delay was not due to negligence on the part of the petitioner. In the circumstances of this case, their lordships were satisfied that want of means was the sole cause of that delay, and they would therefore hear evidence. Evidence was then given, and the Bill was read a second time.—Counsel, in support of the Bill, *Thos. Scanlan*. Solicitors, *Herbert Z. Deane*, for *P. S. Connolly & Co.*, Limerick.

[Reported by Erskine Reid, Barrister-at-Law.]

Court of Appeal.

WILSON *v.* LANCASHIRE AND YORKSHIRE RAILWAY CO. 20th and 21st April.

Emergency Legislation—Profiteering—Sale of Articles at Station Restaurant—Profiteering Act, 1919 (9 & 10 Geo. 5, c. 66), s. 1.

By Schedule II. of the Order of the Board of Trade made under the Profiteering Act, 1919, on 11th September, 1919, "ready cooked or prepared food" is brought within the Act. A meal for four persons consisting of seven sausages and some chipped potatoes, which had to be cooked before they were served, four pieces of bread, six small cakes, and a pot of tea had been ordered and consumed at a railway station refreshment room. A complaint was made to the Profiteering Committee that the total charge of 12s. 1d. *was excessive. The railway company, the owners of the restaurant, obtained a rule for a writ of prohibition directed to the committee for hearing the complaint, submitting that this was not a case of the sale of articles, but the supplying of a meal, and therefore the Act did not apply, and the committee had no jurisdiction. A Divisional Court discharged the rule, and the railway company appealed. Objection to the appeal on the ground that a complaint under section* 1 (1) (*b*) *of the Profiteering Act,* 1919, *was a criminal matter within section* 47 *of the Supreme Court of Judicature Act,* 1873, *was dismissed* (ante, p. 358), *and the appeal came on for hearing.*

Held, that the transaction was a sale of articles, some at any rate of which were in the schedule referred to above, and therefore the committee had jurisdiction to hear the complaint.

Appeal by the railway company from a judgment of a Divisional Court discharging a rule *nisi* for a writ of prohibition against the Manchester Local Profiteering Committee (reported Solicitors' Journal, *ante*, p. 358). On 18th October, 1919, a party of four went to the first-class refreshment and grill-room of the Victoria Station, Manchester, belonging to the Yorkshire and Lancashire Railway Company, and ordered refreshment. The waiter gave them the following bill:—Grill, 6s.; vegetables, 2s.; sweets, 1s. 9d.; cheese [? bread], 4d.; afternoon tea, 2s.; total, 12s. 1d. A complaint was made by Mr. Wilson, one of

the party, to the Profiteering Committee that the charges were excessive. The Profiteering Committee thought there was a *primâ facie* case, as the meal in fact had consisted only of seven sausages, chipped potatoes, four pieces of bread, six small cakes, and a pot of tea for four, and they served a notice on the railway company to appear and answer the complaint. The railway company then applied for a rule *nisi* to restrain the committee from dealing with the complaint on the ground that the charge of 12s. 1d. was made for the meal as a whole. The only articles which came within the Act were the six small cakes (sweets, as they were called in the bill), and these were not separately complained of. Sausages, they said, did not come within Schedule II. of the Order of the Board of Trade, because they were not "ready cooked or prepared food." Neither did chipped potatoes come within the term "fresh vegetables." The Divisional Court did not accede to the company's contention, as in their view the charge of 12s. 1d. was not for a meal as a whole, but for a number of articles supplied separately at separate prices. Accordingly they discharged the rule. The railway company appealed from the decision of the Divisional Court. The point was then taken that no appeal would lie from the Divisional Court to the Court of Appeal. The objection against the appeal being heard was taken first, and was argued last sittings. After consideration the Court dismissed the objection, and the appeal came on for hearing. Without hearing counsel for the respondent, the Court dismissed the appeal.

BANKES, L.J., said that the appellants contended that the serving of a meal to the order of a person was not selling articles to that person within the meaning of the Profiteering Act, 1919, and on that ground objection was taken to the jurisdiction of the Manchester local profiteering committee to entertain Mr. Wilson's complaint. It had been argued, first, that the Profiteering Act, 1919, did not apply to this type of transaction; secondly, that the property in the articles sold did not pass; and, lastly, that the Act did not apply, because the transaction involved something more than a mere sale. Counsel had contended that it was a "compound" transaction. It was, however, plain, when the words of the Act were considered, that they did apply to this particular transaction, and he (his lordship) came to this conclusion from a consideration of the plain words of the statute. His lordship read section 1, sub-section 7, of the statute, and the Order of the Board of Trade of 11th September, 1919, and expressed his opinion that the articles in the present case had been ordered separately, and he referred to section 1 (1) of the Sale of Goods Act, 1893, as supporting his view that there was here a contract transferring the property in the articles so soon as the order was given by Mr. Wilson, and accepted by the waiter, and the goods appropriated. Another test could be found in section 14 of the Sale of Goods Act, for it would be impossible to exclude the application of warranty as to the fitness of the article sold for the purpose for which they were ordered. His lordship referred to *Wren* v. *Holt* (1903, 1 K. B. 610) and to *R.* v. *Birmingham Profiteering Committee* (26 T. L. R. 92), and said that in the *Birmingham case* substantially the same argument had been advanced as that put forward by the appellants here—namely, that the Act was not intended to apply to sales at restaurants. He agreed with the Lord Chief Justice's judgment in that case. There was no doubt that these articles were to be viewed separately—the cakes (sweets they were called in the bill) were certainly within the schedule; and the Divisional Court had held in the *Birmingham case* that sausages came within article 31 as "ready cooked or prepared food." He agreed that there was no difference in the application of the Act, whether the person went into a shop or a restaurant, and bought food ready cooked or ordered it to be cooked for him to eat there. In his opinion the Act applied to this transaction, and the committee therefore had jurisdiction to hear the complaint. His lordship added that he expressly desired to reserve his opinion as to whether a "meal" would be a sale within the Profiteering Act.

SCRUTTON and ATKIN, L.JJ., gave judgment to the like effect, and on the point whether a "meal" would be within the Act, expressly desired to give no opinion.—COUNSEL, for the appellants, *Rawlinson*, K.C., and *Cautley*, K.C.; for the respondent, *Barrington Ward*, K.C., and *Du Parcq*. SOLICITORS, *A. de C. Parmiter; Austin, & Austin*, for *Thos. Hudson*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re **BROWN'S PATENT.** Sargant, J. 15th April.

PATENT—EXTENSION OF TERM—PATENTS AND DESIGNS ACT, 1907 (7 ED. 7, C. 29), S. 18 (1)—PATENTS AND DESIGNS ACT, 1919 (9 & 10 GEO. 5, C. 80), SS. 6 AND 7.

The term of a patent can be extended under the Patents and Designs Act, 1919, after the patent has expired, and by originating summons.

This was an originating summons for extension of the term of a patent. In 1902, one William Brown took out letters patent for improvements in hopper barges and dredgers. He was a large shareholder in and managing director of W. Simons & Co. (Limited), which company, up to the outbreak of war, had built vessels which contained his invention. In 1915 the company became a controlled establishment, and thereafter only completed one dredger ship. In December, 1916, the whole period of fourteen years for which the patent was granted came to an end. W. Brown now asked by the originating summons that, if necessary, the period within which application might be made for the extension of the term of his patent, or for the grant of new letters patent in respect of the same, might be extended, or that an order might be made granting a new patent for such a term as might be specified therein. The Patents and Designs Act 1919, by section 6 (1) increased the term limiting the duration of patents from fourteen to sixteen years, and section 7, sub-section (1) of the same Act added the following proviso:—"Provided that the Court may, in its discretion, extend such period within which such a petition may be presented."

SARGANT, J., after stating the facts, said:—Section 18, sub-section (1), of the Patents and Designs Act, 1907, provides that a "petition" for the extension of a patent for a further term must be presented at least six months before the time limited for the expiration of the patent. Section 7, sub-section (1), of the Patents and Designs Act, 1919, added the following proviso to that enactment:—"Provided that the Court may, in its discretion, extend such period within which such a petition may be presented." That language is obviously inappropriate to a case like this. There is no period to be extended, but only a period of time before which the petition had to be presented. The real meaning is that the Court can allow the petition to be presented after the period of six months before the expiration of the patent. Then it is said that an application for an extension of a patent cannot be made after it has expired, because there is no longer a patent or a patentee. But there has been a patentee, and one object of section 7 of the 1919 Act, as shewn by sub-section (3), is obviously to protect patentees who, by reason of the war, have suffered loss or damage. In such a case it is provided that an application for extension of the period within which the Court can be applied to for an extension of the patent may be made by originating summons, and in my judgment the Court has jurisdiction to hear and deal with an application for an extension of the period within which the Court is asked to extend a patent, although the patent has expired, and the application is made by originating summons. In the result, the applications will be referred to Chambers, in order that proper advertisements may be issued, so as to give an opportunity to persons who would be affected by an extension of the patent to come in and make their objections. The Court can then extend the patent on terms which will protect persons who have started manufacturing, or have otherwise acted in reliance on the expiration of the patent.—COUNSEL, *R. Moritz; J. Austen-Cartmell*. SOLICITORS, *Bristows, Cooke & Carpmael, Solicitors for the Board of Trade*.

[Reported by LEONARD MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

SOTA & AZNAR *v.* RALLI BROS. No. 1. 27th February; 2nd, 3 d, and 26th March.

CONFLICT OF LAWS—CONTRACT—CHARTER-PARTY—FREIGHT—LIMITATION OF AMOUNT PAYABLE FOR FREIGHT BY FOREIGN LAW—ILLEGALITY—IMPLIED EXCEPTION—LAW OF PLACE OF PERFORMANCE.

A contract is in general invalid in so far as the performance of it is illegal by the law of the country where the contract is to be performed. Where, therefore, a contract was made by charter-party between British charterers and Spanish shipowners for the carriage of a cargo of jute from Calcutta to Barcelona at £50 a ton, half to be paid on shipment and the balance on delivery, and before the arrival of the vessel a decree of the Spanish Government made it an offence either to pay or to receive above certain maximum rates, which in the case of jute were much below £50 a ton,

Held, that the charterers' obligation was one to be performed in Spain and was duly performed by the tendering of the maximum freight permitted by Spanish law by the Spanish receivers of the cargo, and that the shipowners could not recover the difference between such maximum and the freight contracted to be paid by suing in the English Court.

Appeal by Messrs. Sota & Aznar, the London house of a Spanish shipping company, the Compania Naviera Sota & Aznar, from a judgment of Bailhache, J., on an award of an umpire in an arbitration between the parties. The charterers, Messrs. Ralli Brothers, chartered the owners' steamer to take a cargo of jute from Calcutta to Barcelona by charter-party of 3rd July, 1918, freight to be £50 per ton of five bales. One half of the freight was to be paid on the vessel's sailing from Calcutta, and the balance on discharge of the cargo at Barcelona. The charter-party contained no cesser clause. On the arrival of the steamer at Barcelona the consignees of the cargo, who had purchased it from Messrs. Ralli Brothers, refused to pay the balance of the freight in full on the ground that the Spanish Government had passed emergency legislation fixing maximum rates of freight on all necessary commodities imported. In the case of jute this was fixed at 875 pesetas per ton, and the consignees only paid up to that limit. The full freight payable under the charter-party would have amounted to £296,000, and the maximum payable under the Spanish freight legislation was £202,000. The owners claimed the balance of £96,000, and contended that the contract, being an English one, must be interpreted entirely in

accordance with English law, and that impossibility of performance owing to Spanish legislation was no answer to their claim in an English Court. Bailhache, J., held that the rule was correctly laid down in *Cunningham* v. *Dunn* (3 C. P. D. 443), and that the owners' claim failed. The owners appealed. *Cur. adv. vult.*

THE COURT dismissed the appeal.

Lord STERNDALE, M.R., said that the appeal raised a difficult question as to the rights of the parties to a charter-party, when the performance of it, or of part of it, was prevented by the law of the country in which the performance was to take place. The question was what was the amount of freight payable by the charterers to the shipowner. There was a clause excepting "restraint of princes." There was no cesser clause, and although clause 30 provided that the balance of the freight was to be collected from the receivers of the cargo, the charterer still remained liable in case of non-payment by the receivers. The charter was made in London on the charterer's usual form between the charterers and a firm of Sota & Aznar by telegraphic authority and as agents for the owners, a Spanish company, the Compania Naviera Sota & Aznar. There was no doubt that it was an English charter governed by English law. The umpire had found as a fact that in September, 1918, there came into operation in Spain a decree which had the force of law fixing the maximum freight payable on jute imported into Spain at 875 pesetas a ton. It appeared from the documents produced that persons who infringed the decree made themselves liable to penalties. The result was that it became illegal in Spain to pay or receive a higher freight than the maximum fixed by the decree. Messrs. Ralli had sold the cargo to a firm of Godo & Co. at a price which was not stated as c.i.f., but the invoice shewed that the second half of the freight was to be paid as part of the contract price per ton. The Court, however, had nothing to do with the rights existing between the charterers and Messrs. Godo & Co. When the vessel arrived the receivers tendered freight to the amount which they considered correct at the rate of 875 pesetas a ton, but the shipowners refused to deliver the cargo except on payment of the charter rate of £50 a ton. Litigation took place in Spain, and eventually the rights of the shipowner and charterer on the contract had to be decided on the case stated by the umpire. The most important question related to the obligation imposed on the charterer for the payment of freight. It was contended by the shipowner that there was an absolute obligation to pay £50 a ton, and that the subsequent clauses concerning payment in Spain were only instructions which did not alter that obligation, and therefore that the performance of that part of the contract might be carried out in England, and that the charterers were therefore liable. He (his lordship) was not sure that the contention was right if that were the obligation. The shipowners were a Spanish company, and a debtor must seek his creditor and pay him in his own country. Messrs. Sota & Aznar, the firm in London, were not the creditors, and had so signed the charter as to prevent their having rights or liabilities under it. But he did not think that that contention correctly stated the charterer's obligation. The clauses as to the place of payment constituted part of the obligation to pay, and were not mere instructions. The contract and obligation therefore were to pay on delivery in Spain in cash—*i.e.*, Spanish currency or approved bills at the charterers' option. The simultaneous acts of delivery and payment were both to be performed in Spain, and the shipowners were a Spanish company. The performance of the contract was therefore illegal by the law of the place of its performance. In his lordship's opinion the law was correctly stated by Professor Dicey in his Conflict of Laws (second edition, p. 553), where he said: "A contract is in general invalid in so far as the performance of it is illegal by the law of the country where the contract is to be performed." That statement was in accordance with the cases of *Ford* v. *Cotesworth* (L. R. 5 Q. B. 544) and *Cunningham* v. *Down* (3 C. P. D. 443). Those cases had been criticized, notably in Carver on Carriage by Sea, but they were still authorities, and they supported the view that he had expressed. The appellants argued that they were inconsistent with *Barker* v. *Hodgson* (3 M. & S. 270) and *Sjoerds* v. *Luscombe* (16 East, 201), and that the latter cases were the authorities applicable to the present case. But when those cases were decided the doctrine that a person who contracted absolutely to perform a contract must do so, whatever the difficulties as laid down in *Paradine* v. *Jane* (Aleyn, 26) had not been qualified as in later authorities. They might be reconciled with the later cases, which he (his lordship) had cited, in the manner suggested in Scrutton on Charter-parties, p. 298, but if there were a difference between them and *Ford* v. *Cotesworth* and *Cunningham* v. *Down* he preferred to follow the later authorities. The appellants also relied on the case of *Jacob* v. *Crédit Lyonnais* (12 Q. B. D. 589). He did not, however, think that the headnote of that case was correct. On principle and authority the charterers were not bound to perform that part of the contract—*i.e.*, the payment of freight above the maximum allowed by Spanish law, which had become illegal by the law of the place of its performance. It was unnecessary to express any opinion whether the exception of restraint of princes applied to the obligations of the charterer as well as to those of the shipowner. In his opinion the decision of Mr. Justice Bailhache was right, and the appeal must be dismissed with costs.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect, the latter expressing the opinion that cases such as *Barker* v. *Hodgson* (*supra*) could no longer be regarded as the law, exceptions and exemptions from liability in contracts being frequently allowed by implication.—COUNSEL, *R. A. Wright*, K.C., and *Claughton Scott*; *A. Neilson*, K.C., and *Clement Davies*. SOLICITORS, *W. A. Crump & Son*; *Pritchard & Son*, for *Andrew M. Jackson*, Hull.

[Reported by H. LINGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re **NORTH CHESHIRE BREWERY CO. (LIM.).** Russell, J. 30th March.

COMPANY—REORGANIZATION OF CAPITAL—ONE RESOLUTION FOR CONSOLIDATION AND SUB-DIVISION—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), ss. 41 and 45.

Section 41 *of the Companies (Consolidation) Act*, 1908, *permits a consolidation of shares, followed by a sub-division of the shares resulting from such consolidation, to be carried out by a single resolution.*

Campbell's case (1873, 9 *Ch.* 21), *applied.*

This was a petition for sanction of a scheme by the court under section 120 and for confirmation of a resolution modifying the conditions in the memorandum so far as to reorganize the share capital under section 45. The company was incorporated in 1897 with a share capital of £100,000 divided into 5,000 preference shares of £10 each and 5,000 ordinary shares of £10 each, all issued (except 200 of the ordinary) and fully paid up. In 1911 the capital was reduced to £18,000, divided into 5,000 preference shares of £3 8s. each and 4,800 ordinary shares of 4s. 2d. each. By the memorandum of association the preference shares carried a fixed cumulative dividend of 5 per cent., ranking as to dividend and capital in front of the ordinary shares, and with no further right to participate in the assets in a winding-up. In September, 1918, the arrears of dividend amounted to £11,200, due on the preference shares, and the company's assets exceeded the aggregate of its indebtedness and share capital by £17,000. The scheme proposed that the arrears of preference dividends should be capitalized, and that the preference shareholders should participate equally with the ordinary shareholders in the surplus profits and capital assets. The scheme also provided for an alteration of the denomination of the shares, so as to have the capital divided into £1 shares, a reorganization of the existing capital, and an increase of capital by creating 17,000 new £1 shares. A special resolution resolved that the scheme be approved, the capital increased, and the memorandum modified accordingly, and an appropriate resolution was passed by the statutory majority of preference shareholders increasing capital in accordance with section 45 of the Companies (Consolidation) Act, 1908. This was a petition to sanction the scheme. The opposing preference shareholders contended that section 41 did not permit of sub-division and consolidation being done *uno flatu*.

RUSSELL, J., after stating the facts, said: It is contended in this case that the procedure that has been adopted is not justified by the Companies (Consolidation) Act, 1908, and that consolidation and sub-division of share capital cannot be effected in one breath. I do not think anything either in the company's articles or in the Act shews there is any objection to its being done by a single resolution. Support to that view is given by Lord Selborne in *Campbell's case* (*supra*). It was also argued that if the matter had stopped at consolidation the result would have been to give fractions of shares to shareholders. But the consolidation was only a step to sub-division, which resulted in no fractional holdings, and as merely part of a scheme which, in the result, involved no fractions, there is no objection to it. The scheme is accordingly sanctioned, and the special resolution confirmed so far as it modifies the companies' memorandum of association so as to reorganize the share capital within the meaning of section 45.—COUNSEL, *Clauson*, K.C., and *Daynes*; *Cecil Turner*. SOLICITORS, *Jaques & Co.*, for *Godfrey Rhodes & Evans*, Halifax; *Pritchard, Englefield & Co.*, for *Mather & Son*, Liverpool.

[Reported by LEONARD MAY, Barrister-at-Law.]

Re **MILNER AND ORGAN'S CONTRACT.** Eve, J. 15th March.

VENDOR AND PURCHASER — CONTRACT — RESCISSION CLAUSE—SALE BY TRUSTEES—NO POWER OF SALE—RIGHT TO RESCIND.

Vendors as trustees contracted to sell and reserved to themselves the usual right to rescind. It turned out that they had no immediate

power of sale, but they offered to convey as legal personal representatives. This the purchaser refused, and the vendors purported to rescind the contract.

Held, that the vendors were entitled to rescind.

This was an adjourned summons by the purchaser asking for a declaration that the vendors were not entitled to rescind the contract, and claiming a conveyance of the property or a return of the deposit and damages. The vendors contracted to sell as trustees, but it subsequently appeared that they had no power of sale. They thereupon offered to convey as legal personal representatives, but the purchaser declined to accept this offer. The purchaser then proposed that the parties should enter into a new contract, but the vendors refused to adopt this course, and ultimately, in pursuance of the rescission clause, purported to rescind the contract. The purchaser contended that the vendors had by their conduct deprived themselves of the right to rescind.

EVE, J.—On behalf of the purchaser it is contended that the conduct of the vendors was such as to debar them from exercising the power of rescission. In the first place, it is said that, knowing their own title, they contracted as they did, and now that they cannot make a title in the capacity in which they contracted, they ought not to be allowed to escape by rescinding the contract; and, in the next place, that they did not do everything which they ought to have done to put matters right before purporting to rescind. I think that Mr. Cyprian Williams correctly states the law as it affects vendors in these respects at p. 187 of Vol. I. of his treatise on Vendor and Purchaser, and in *Re Jackson and Haden's Contract* (1906, 1 Ch., at p. 421) Lord Collins, M.R., considers what element must be present to disqualify a vendor from exercising a power to rescind. Now what conduct is it on the part of the vendors that the purchaser relies upon as disentitling them to put an end to the contract? It is this, that having contracted to sell as trustees they thereby represented that they were in fact trustees with power to sell, whereas it now appears that they have no such power. The existence of such power depends upon the construction of the testator's will. He devises his real estate in these terms: "I hereby devise all my real estate unto my trustees upon trust, to hold and retain the same for the period of fourteen years from the date of my death, or the expiration of the present lease thereon, whichever shall be first," upon trust to deal with the rents, and at the end of the period to sell and divide the proceeds as therein mentioned. On the testator's death the trustees were advised by a competent lawyer that according to the true construction of the will the trust for sale would arise at the expiration of the existing lease, and it was on this footing that they entered into the contract. One must not overlook the fact that the purchaser's solicitor also at first took the same view. The matter was then submitted to counsel, who advised that there was no power of sale until the expiration of fourteen years from the death of the testator, or from the expiration of the lease, and in the event, which happened, of the testator's death before the expiration of the lease, the trust for sale would not arise until 1929. Suggestions were made for overcoming the difficulty, but without avail, and ultimately the vendors purported to rescind the contract. Can it be said that their conduct has been so reckless and so inconsistent with that of an ordinarily prudent man as to deprive them of the right to rescind? I do not think it can, and accordingly I hold that the purchaser is not entitled to the declaration he asks for. As to the second ground, the vendors, when they appreciated their inability to make a title as trustees, offered to convey as legal personal representatives; but the purchaser was naturally unwilling with his subsisting contract to take a conveyance on that footing, inasmuch as the fact that they had contracted to sell as trustees was almost conclusive evidence that as executors they had assented to the vesting of the land in themselves as trustees, and were therefore no longer in a position to sell as legal personal representatives. The purchaser made several suggestions for surmounting the difficulty, but none of them were feasible, and ultimately he offered to accept a new contract by the vendors selling as legal personal representatives, and supporting their title by a statutory declaration that they were selling for the purpose of recouping to the personal estate the estate duty paid on the testator's death in respect of the farm. This course the vendors declined to adopt, and it was an expedient which they were not bound to adopt. The value of the farm had increased since the date of the original contract, and difficulties with the beneficiaries were inevitable if a fresh contract to sell at the same price was entered into. In these circumstances I cannot hold that the entering into a new contract was an obligation imposed on the vendors by anything in the original contract, or that their refusal to enter into it was a refusal to do everything in their power to perform the contract. On both grounds, therefore, I hold the vendors to be right, and I dismiss the summons, with costs.—COUNSEL, *H. Greenwood*; *C. E. E. Brydges*. SOLICITORS, *Andrew, Wood, Purves, & Sutton*, for *Rickerby & Co.*, Cheltenham; *Rhys Roberts & Co.*, for *J. T. Richards*, Cardiff.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

EVANS *v.* **ENEVER.** Coleridge, J. 23rd March.

LANDLORD AND TENANT—LEASE—BREACH OF COVENANT—BANKRUPTCY—NON-PAYMENT OF RENT—FORFEITURE—ACTION FOR POSSESSION—ACCEPTANCE OF RENT—WAIVER.

A lease contained a proviso for re-entry if the lessee became bankrupt, or underlet, or the rent was in arrear for twenty-one days. On 30th July, 1918, the lessee was adjudicated a bankrupt, and on 21st January, 1919, two quarters' rent were in arrear. On the latter date the lessor issued a writ claiming possession on the ground of forfeiture for non-payment of the rent, and claiming £77 10s., the two quarters' rent. The lessee, under section 212 of the Common Law Procedure Act, 1852, paid the rent and costs, and these proceedings came to an end. On 7th May, 1919, the plaintiff brought an action claiming possession on the ground of forfeiture by the lessee's bankruptcy.

Held, that the acceptance of rent in the former action, which had been brought for the recovery of possession as well as for rent, was not an acknowledgment of the existence of the tenancy after the bankruptcy, so as to prevent the lessor claiming forfeiture on the ground of the adjudication in bankruptcy.

Action claiming possession of premises on the ground of forfeiture by the defendant's bankruptcy and of having parted with the possession. The plaintiff let to the defendant three floors of a house, of which the plaintiff was lessee from the head lessors, the term to the defendant being for twelve years from Midsummer, 1914, and the rent payable on the usual quarterly days. The lease contained a proviso for re-entry in case the lessee should become bankrupt, or should underlet, or part with the possession of any part of the demised premises without the license of the lessor, or if the rent should be in arrear for twenty-one days. In April, 1918, the defendant parted with the possession of the upper floor to a Miss Muirhead without the license of the plaintiff. On 30th July, 1918, the defendant was adjudicated a bankrupt, and on 21st January, 1919, the two quarters' rent due at Michaelmas and Christmas, 1918, were in arrear. On 21st January, 1919, the plaintiff brought an action against the defendant claiming possession of the premises on the ground that they had become liable to forfeiture for non-payment of the two quarters' rent, and claiming £77 10s. for such rent. The defendant Enever took advantage of the provisions of section 212 of the Common Law Procedure Act, 1852 (15 & 16 Vic. c. 76), and paid the rent that was due, together with the costs of the action, and thereupon the proceedings came to an end. On 7th May, 1919, the plaintiff brought two actions, one against the defendant, claiming possession of the two lower floors, on the ground that the lease was forfeited by the defendant's bankruptcy, and the other against the defendant and Miss Muirhead to recover possession of the upper floor, on the ground of forfeiture by reason (a) of the bankruptcy of the defendant and (b) of his having parted with the possession without the licence of the plaintiff. The defence in both cases was that the plaintiff, by accepting rent in the action brought on 21st January, 1919, which was subsequent to the acts constituting the grounds of forfeiture, had waived the right of re-entry. The plaintiff contended that by claiming possession in the first action he had elected to avoid the lease, and that this was an irrevocable assertion of his intention to terminate the tenancy, and that the fact of the claim for possession being joined with a claim for rent did not affect the matter: *Jones* v. *Carter* (1846, 15 M. & W. 718). The acceptance of the rent was an involuntary act under a statutory provision: *Toleman* v. *Portbury* (1872, 20 W. R. 441; L. R. 7 Q. B. 344), and therefore could not be treated as a waiver of the other grounds of forfeiture.

COLERIDGE, J., said that the defendant took advantage of the provisions of section 212 of the Common Law Procedure Act, 1852, and paid the rent that was due. What was the legal effect of that payment? The adjudication in bankruptcy was known to the plaintiff, and if, subsequently to the bankruptcy, the plaintiff did any act which could, either directly or inferentially, acknowledge the existence of the tenancy, that would be a waiver of the forfeiture. It was clear from the leading case of *Dendy* v. *Nicholl* (4 C. B. N. S. 376) that an unqualified demand or an action for rent accruing due subsequently to a breach, which was known by the applicant for such rent, waived the forfeiture. But there was another series of decisions on the question what was, and what was not, an acknowledgment of a tenancy, and there was a series of cases which dealt with the point where the action was brought for ejectment, and ejectment only. Such an action was unquestionably an assertion by the landlord of his intention to terminate the tenancy, and there were cases to shew that it was irrevocable, and that conduct or acts subsequent

to that assertion did not qualify, and could not be alleged to qualify, the irrevocability of that position. In the present case the original action was not a mere action for rent, but for possession for non-payment of rent, and the law afforded the defendant a statutory right to dispose of the breach of covenant by the payment of the two quarters' rent and costs, and this course he adopted. The landlord could refuse to take the rent, and, of course, if he had refused it, the argument would have been all the stronger that nothing that the landlord did in claiming possession for non-payment of rent qualified that position that the lease was determined. But the question was, what was the effect of accepting or receiving the rent? That question had not been the subject of any direct decision, but it had been the subject of a *dictum* which had been cited in several cases where it had been intimated that possibly the landlord might have accepted the rent. But in those cases the landlord apparently had not accepted the rent, and the courts did not pronounce any decision on that question, because it did not arise on the facts. In *Toleman* v. *Portbury* (*supra*) Chief Baron Kelly, delivering the judgment of the court, said: "It is said it is an injustice that the plaintiff should be able to maintain the forfeiture and still have the rent, but I cannot see this. The plaintiff is clearly entitled to the money, either as rent, if there were no forfeiture, or as *mesne* profits if there was." That seemed to be exceedingly clear and very good common sense. If that was so, the claim for possession being thus met, the fact that the second proceeding was not brought until 7th May, 1919, for possession on the ground of forfeiture due to the adjudication in bankruptcy in July, 1918, did not prevent the success of this action by reason of the acceptance of rent in the circumstances in the former action, there having been no alteration in the position of the parties in the meantime, no rent having since been paid or received. It followed that the action brought in May, 1919, for forfeiture by reason of the adjudication in July, 1918, succeeded. Judgment for plaintiff.—COUNSEL, *E. W. Hensell*, for the plaintiff; *Haldin*, K.C., and *S. Ford*, for the defendants. SOLICITORS, *G. & G. Keith*; *E. A. Fuller*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On the 27th April the Royal Assent was given to the following Acts:—
The Treaties of Peace (Austria and Bulgaria) Act, 1920.
The Army and Air Force (Annual) Act, 1920; and
The De Vesci Divorce Act.

The Rules of the Supreme Court (No. 1), 1920.

The Rule Committee of the Supreme Court have made the following rules:—

ORDER XXXVII.

(1) The following rules shall be inserted in Order XXXVII., after Rule 27:—

Rule 27A. *Subpœnas in District Registry.*]—Where an action, cause, matter, or issue has been entered for trial at any assizes a writ of subpœna may be sued out by any party and may be issued out of the Central Office or out of the district registry of the district in which the city or town where the trial is to be had notwithstanding that such action, cause, matter or issue is not proceeding in such district registry.

Rule 27B. *Subpœnas in District Registry in local arbitration.*]—An application under section 18 of the Arbitration Act, 1889, for the issue of a writ of subpœna *ad testificandum* or of subpœna *duces tecum* may, if the attendance of the witness is required within the district of any district registry, be made either at the Central Office or at the registry of that district at the option of the applicant, and any such writ may upon such application be issued out of the Central Office or the district registry accordingly.

(2) *Examiners' Fees.*]—Fee No. 1 of the Examiners' Fees in the Appendix to Order XXXVII., Rule 51, is hereby annulled, and the following fee is substituted therefor:—

	£	s.	d.
1. Upon giving an appointment to take an examination ...	1	11	6

(3) These rules may be cited as the Rules of the Supreme Court (No. 1), 1920, and shall come into operation on 1st May, 1920.

22nd April.

Ministry of Health Order.

THE PROHIBITION OF DEMOLITION (APPEAL PROCEDURE) RULES, 1920.

The Minister of Health, under the powers conferred on him by section 5 (2) of the Housing (Additional) Act, 1919, and all other powers enabling him in that behalf, hereby makes the following Rules:—

1. These Rules may be cited as the Prohibition of Demolition (Appeal Procedure) Rules, 1920.

2.—(1) In these Rules, unless the context otherwise requires—
"The Act" means the Housing (Additional Powers) Act, 1919;
"The Minister" means the Minister of Health;
"Appeal Tribunal" means the standing tribunal of appeal to be appointed by the Minister under section 5 (2) of the Act;
"Clerk to the Appeal Tribunal" means such person as the Minister may from time to time appoint to act as Clerk to the Appeal Tribunal.

(2) The Interpretation Act, 1889, (a) shall apply to the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

3. An appeal under section 6 (2) of the Act to the Minister from a refusal by a local authority to give permission to demolish a house, in whole or in part, shall be made by sending to the Clerk to the Appeal Tribunal a notice of appeal signed by the appellant or by his duly authorized agent.

4. The Clerk to the Appeal Tribunal shall, as soon as may be after receipt of the notice aforesaid, send to the local authority a copy of the notice of appeal.

5. The local authority shall, within seven days after the receipt by them of the said notification, send a notice to the Clerk to the Appeal Tribunal and to the appellant stating whether and to what extent they admit the facts stated in the appellant's notice of appeal and including a concise statement of the grounds on which permission was refused.

6. The Appeal Tribunal may at any stage of the proceedings allow the amendment of any notice, statement, or particulars on such terms as they think fit, and may require the appellant or the local authority within a specified time to furnish in writing such further particulars as they think necessary.

7.—(1) If, after considering the notice of appeal and the statement of the local authority in reply and any further particulars which may have been furnished by either party, the Appeal Tribunal are of opinion that the case is of such a nature that it can properly be determined without a hearing, they may dispense with a hearing, and may determine the appeal summarily.

(2) Subject as aforesaid, the Appeal Tribunal shall fix a date for the hearing of the appeal, and shall give not less than seven days' notice to the appellant and the local authority of the time and place of the hearing.

8. The procedure of the Appeal Tribunal at the hearing of an appeal shall be such as they may from time to time determine.

9. The Appeal Tribunal may, if they think fit, and subject to such conditions as they may impose, proceed with the consideration of any appeal, notwithstanding any failure or omission by any person to comply with the requirements of these Rules.

10. The decision of the Appeal Tribunal shall be in writing signed by the Chairman and Clerk, and a copy of the decision shall forthwith be sent to the appellant and to the local authority.

11. The forms set out in the Schedule to these Rules or forms substantially to the like effect shall be used for the purpose of these Rules.

12.—(1) Any notice or other document required or authorized by these Rules to be sent to the Clerk to the Appeal Tribunal shall be sufficiently sent if sent by post in a registered letter addressed to the Clerk of the Appeal Tribunal, Ministry of Health, Whitehall, London, S.W. 1.

(2) Any notice or other document required or authorized by these Rules to be sent by the Clerk to the Appeal Tribunal or by the local authority to any appellant shall be sufficiently sent if sent by post to the address stated in the notice of appeal.

(3) Unless the contrary is proved any notice or document sent as aforesaid shall be deemed to be served at the time at which a letter would be delivered in the ordinary course of post.

Schedule.

FORM 1.

FORM OF NOTICE OF APPEAL AGAINST A REFUSAL OF PERMISSION TO DEMOLISH A HOUSE.

HOUSING (ADDITIONAL POWERS) ACT, 1919.

(Notice of Appeal may be given by filling up and sending a copy of this form to the Clerk to the Appeal Tribunal, Ministry of Health, Whitehall, London, S.W. 1.)

Full name of Appellant.....

Full address of Appellant.....

.....

Address of house in respect of which the Appeal is made.....

.....

I, the undersigned, being the*.....of the above-mentioned house hereby appeal to the Minister of Health against the refusal of† .....to grant permission to me to demolish [part of‡] the said house. Such permission was refused by the said Local Authority on the.....day of....., 192 .

My appeal is based on the ground that the said house is not capable without reconstruction of being rendered fit for human habitation.§

[*Here insert a concise statement of the facts and grounds of the Appeal, including the estimated present value of the house and detailed particulars of the work required for rendering the house fit for human habitation and of the estimated cost of the work.*]

Signature of Appellant.....

Date.....

* State Appellant's interest in the house.
† State name of the Local Authority.
‡ Strike out these words, if inappropriate.
§ This is the only ground of appeal which the Act permits.

FORM 2.

FORM OF STATEMENT OF REPLY BY LOCAL AUTHORITY.

HOUSING (ADDITIONAL POWERS) ACT, 1919.

In the matter of an Appeal made by*.....

of.....against the refusal of† .....to grant permission to him to demolish the house‡.....

The following facts stated in the Appellant's Notice of Appeal are admitted :—

[*Here insert statement of facts admitted.*]

The grounds on which permission was refused are as follows :—

[*Here insert statement of grounds.*]

Dated this.....day of ....., 192 .

.....

Signature of Clerk of Local Authority.

* Insert name and address of Appellant.
† Insert name of Local Authority.
‡ Insert address of house.

12th April.

Ministry of Food Orders.

THE EGGS (PRICES) ORDER, 1919.

General Licence.

On and after 22nd March, 1920, until further notice, eggs may be bought and sold free from the restrictions imposed by the Eggs (Prices) Order, 1919 [S. R. and O., No. 1, 686 of 1919].

20th March.

THE IMPORTED ONIONS ORDER, 1918.

General Licence.

On and after the 23rd March, 1920, until further notice, Egyptian onions may be sold and bought free from the restrictions as to price imposed by the above Order [S. R. and O., Nos. 1210 and 1705 of 1918, and No. 324 of 1919].

23rd March.

THE RATIONING ORDER, 1918

Directions.

In exercise of the powers reserved to him by the above Order and of all other powers enabling him in that behalf, the Food Controller hereby orders and directs as follows :—On and after the 29th March, 1920, until further notice, the weekly ration for sugar shall be 8 ozs. instead of 6 ozs., and the amount of sugar to be sold or supplied by a caterer under Clause 19 of the above Order shall be 4 ozs. instead of 3 ozs., and Clause 6 of the Directions relating to Sugar and Butter, and Clause 1 (*a*) of the Directions for Catering Establishments and Institutions, both issued under the above Order and dated the 4th February, 1920, shall be modified accordingly [S. R. and O., No. 151 of 1920, S. R. and O., No. 152 of 1920].

2. On and after the 19th April, 1920, until further notice, the weekly ration for Government butter shall be 1½ ozs. instead of 1 oz., and Clause 5 of the above-mentioned Directions relating to Sugar and Butter shall be modified accordingly.

29th March.

THE FLOUR REQUISITION (RETAIL DEALERS AND BAKERS) ORDER, 1920.

1. (*a*) The Food Controller gives notice that he hereby takes possession of all flour (including self-raising or proprietary flour) which is at the close of business on the 10th April, 1920, in the United Kingdom and in the possession, custody or control of any person selling flour by retail or of any manufacturer of bread for sale and which was in the possession, custody or control of or in course of transit to such person at the close of business on the 13th March, 1920.

(*b*) This Order shall not apply to any flour in the possession, custody or control of any person who has lawfully taken delivery of the same for a precluded purpose in accordance with the terms of a licence granted by or under the authority of the Food Controller for the purpose of the Flour and Bread (Prices) Order, 1917.

2. This Order may be cited as the Flour Requisition (Retail Dealers and Bakers) Order, 1920.

10th April.

The following Food Orders have also been issued :—

The Meat (Maximum Prices) Order, 1917. Notice. 20th March.
The Freshwater Fish Order, 1920. 20th March.
Order amending the Meat (Maximum Prices) Order, 1917. 20th March.
The Meat Retail Prices (England and Wales) Order, No. 2, 1918, and the Meat Retail Prices (Scotland) Order, 1918. Notice. 20th March.
The Flour and Bread (Prices) Order, 1920. 25th March.
The Beer (Prices and Description) Order, 1920. 10th April.
The Spirits (Prices and Description) Order, 1920. 9th April.
Notice of Revocation of various Butter and Milk Orders for Ireland. 26th March.

Societies.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, 26th April. Mr. R. W. Turnbull was in the chair.

The secretary announced that he had received a letter from the Law Society stating that Mr. S. E. Redfern had been appointed the society's representative on the Legal Education Committee.

Mr. G. W. Fisher moved : "That the case of Ellerman Lines, Ltd. *v.* H. & G. Grayson, Ltd. (1919, 2 K.B. 514), was wrongly decided." Mr. S. E. Redfern opposed. Messrs. W. D. Coleridge, P. S. Pitt, E. H. Philcox, and H. S. Wood-Smith also spoke. Mr. Fisher having replied, the motion was put to the house and lost by four votes.

The annual general meeting will be held on Monday, 10th May. All members are requested to attend.

Mr. W. H. Leycester, formerly a magistrate at the Lambeth Police Court, has been appointed to succeed Mr. Chester Jones at the Marylebone Police Court, and took his seat there for the first time on Monday.

Industrial League and Council.

A National Scheme of Profit-Sharing.

The following are extracts from the address on "A National Scheme of Profit-sharing," which was given by Mr. Herbert W. Jordan, at Caxton Hall, on Wednesday, 21st April, under the auspices of the Industrial League and Council. Mr. Aneurin Williams, M.P., took the chair, in the absence of Sir Donald Maclean. The full address can be obtained from the General Secretary, Industrial League and Council, 82, Victoria-street, S.W. 1:—

Mr. Jordan stated at some length the general case for profit-sharing and the attitude of Labour towards it, and referred to the report of the Ministry of Labour on Profit-sharing and Labour Co-partnership just issued, and continued: My suggestion accordingly is that all profit-sharing schemes should be on the lines of some standard formulated by the Board of Trade, or, if the standard is departed from, that official recognition should be withheld until the scheme has been agreed to by the Whitley Councils for the respective industries and also approved by the Board of Trade, and that the Board should make rules as to the application of all schemes. One of the provisions might give employees or their representative the right of access to the auditor, empowering him to demand whatever information may be needed to ascertain whether the amount allocated to employees out of profits is adequate. The auditor would not necessarily be required to furnish full details or even to disclose the amount of remuneration taken by the principal, but he would have to be satisfied that for the purpose of the scheme not more than the standard remuneration had been allowed an owner-manager or his nominees. Machinery could probably be devised in connection with the Whitley Council for the district for settling a standard method of arriving at owner-managers' salaries. To some of the reasons for failure I have referred, and there are probably others occurring less frequently and not therefore worth wearying you with. Where the schemes have been given a fair trial by all the parties interested absolute failure rarely results; and it is claimed that as a general rule not only have the schemes tended to enhance the prosperity of the business, but that the employees have received substantially more than their normal wages, and have proved themselves willing, contented and happy workers (particularly where they have been admitted as shareholders). It is my opinion, therefore, that if a standard scheme (of an elastic character) could be launched, which contained safeguards against the objections that I have mentioned, many businesses, the proprietors of which have hesitated to venture on a scheme of their own evolving, would be disposed to adopt it. Companies adopting it should undertake to administer the scheme for a definite period, such as five years. If during that time it did not work satisfactorily, the company should be entitled to withdraw the scheme from operation on giving twelve months' notice of its intention to do so at the end of the fourth financial year.

It may be recalled that in the early part of last year the Prime Minister foreshadowed action by the Government to further the adoption of profit-sharing schemes. More recently profit-sharing has been advocated by men of such widely divergent views as Mr. J. A. Seddon, M.P., and Lord Robert Cecil, and just lately, during Easter week, at Mountain Ash, 10,000 miners from various parts of the coalfield at a demonstration against nationalisation of mines, passed a resolution opposing the project, and advocated a system of profit-sharing after payment of a fair dividend on capital and a proper wage to employees. With backing from such different quarters success for a standard scheme should be tolerably certain. In the first place, I would suggest that to encourage profit-sharing and to popularise it some concession or advantage, such as a rebate or remission of income or profits tax, for example, should be granted to firms adopting the scheme I am about to put before you, or such other scheme as may be approved. Of course, it will inevitably be pointed out that this will occasion loss to the revenue; but against this has to be set the benefits accruing to both capital and labour as a consequence of the increased efficiency which would almost certainly result. The standard scheme could be adopted by any companies or firms favouring profit-sharing, or by any individual employer, but the concessions made by the Government should be granted alike to companies and firms having already in operation a system of profit-sharing, subject to their respective existing schemes being approved by the Board of Trade. Possibly it might be considered that some method of identifying companies and firms associating themselves with the project should be devised; and the identification might take the form of the right (subject to certain safeguards) to use the words "profit-sharing" after the name, which could appear on the company's letter paper and other stationery. I will refer to this more particularly later.

Under the suggested scheme the net profits available for dividend, after providing for depreciation of plant, machinery, &c., according to the accepted scale, would first be applied in the payment of a six per cent. cumulative dividend on the issued and paid up capital (the minimum return on a sound investment), and a further 3 per cent. (non-cumulative), in view of the risks incurred by all industrial concerns. The 6 per cent. cumulative dividend is suggested, with the 3 per cent. further dividend, as a standard return at the present time. Should the average rate of return on trustee securities vary, the rates of dividend under the scheme would vary accordingly. For example, to go back to the time when the standard was 3½ per cent., the cumulative dividend would then have been at that rate, and the rate of the non-cumulative dividend would have been 1½ per cent., thus entitling the employees to bonus after 5½ per cent. had been earned. It may be that some would consider the non-cumulative dividend should be constant, and that would appear to be a logical proposal. But when the rate was 3½ per cent., an additional 1½ per cent. was as attractive as 3 per cent. or 3½ per cent. is now; and, on the other hand, if the 6 per cent. standard should rise in the future to, say, 10 per cent., a non-cumulative dividend of 3 per cent. would probably be deemed insufficient. The issue of debentures or other "loan capital" at an unduly high rate of interest with the object of securing as large a rate as possible for capital at the expense of the employees would have to be forbidden. It may be that the standard will be considered too rigid to apply to all industries, and that a board of referees should be appointed to modify the rates to meet varying conditions as circumstances require. A precedent for this is afforded by the Finance Act, 1917, which authorizes such a board to vary the statutory percentage allowed on capital for the purpose of calculating the amount subject to excess profits duty. Any profit beyond the 9 per cent. for the distribution or allocation of which provision has been made should be divided into three parts and applied as follows:—(a) The first third should be distributed among the shareholders as a further dividend, in accordance with their respective rights. (b) The second third should be distributed among employees (including acting directors, secretary, managers, cashiers, &c.) in proportion to their remuneration or in any other pre-determined proportions. The distribution may take the form of a cash payment, or be applied in any manner approved by a majority of the employees. (c) The third portion should be "earmarked" "pension" and applied for the purpose of providing pensions for the employees of the company as stated later.

Mr. Jordan gave examples of the working of the scheme, and continued. The provision for the needs of old age is a question which vitally concerns most industrial workers. That and the upbringing and education of their sons and daughters are questions closely related, and the assurance of the former would tend to make the accomplishment of the latter more free from anxiety and concern. The disposition of profits under (c) therefore calls for close consideration, designed as it is to relieve employees to some extent of the burden of providing for the requirements of age, and to that extent releasing a man's savings for other and more immediate uses. It is suggested that the funds available under this head should be paid into a State-approved pension fund, each employee being credited with the proportion paid in on his account. He would have a pension book in which would be recorded the amount paid in on his behalf, and the book would be made up at regular intervals. When an employee reached the prescribed age (say sixty-one) he would be entitled to an annuity justified by the amount which had been paid in to the pension fund. The pension fund should be administered by a group of insurance companies of proved stability, the risk being shared by them and "backed" by the State. If an employee left to enter the service of another profit-sharing company, his participation would go on as before, but if he entered the service of a

company not adopting the scheme, provision should be made to allow him to make deposits or pay premiums to supplement the amount standing to his credit. If he did not enter the service of a firm contributing to the pension fund under the scheme, and did not himself make any payments thereto, he would, when the time came, receive as annuity the amount justified by the original allocations of profits to pension fund on his behalf. His interest in the application of (c) is solely in respect of pension, and he would not be entitled to be paid out as part of the contribution made on his behalf any proportion of the sums paid into the pension fund by his employers. Where, however, an employee not employed in a profit-sharing company makes voluntary contributions to supplement the contributions of any previous employer, he should be entitled to the repayment of such voluntary contributions, with a justified addition as interest, after giving notice and satisfying prescribed conditions. This is not a matter presenting any great actuarial difficulty, and in point of fact is nearly comparable to the practice of at least one insurance company in respect of annuities. It is suggested that by this means it will be possible for every industry to make some direct provision for the old age of its employees without itself incurring any future liability which it might be unable to meet, and the reproach that, after having claimed a man's services for perhaps the whole of his life, he has been thrown on his own resources at an advanced age, would not be so frequently heard.

It might be preferred that the total of the amounts paid into the State funds should be pooled, so that the employee of a company making modest profits would participate equally with the employee of a highly prosperous company. It is conceivable that such an arrangement would be advantageous, as every worker (as distinct from those who are "independent") would be assured of some provision, whether the company or firm he had served were prosperous or not. But I would not suggest pooling the amount payable in cash, as to do so would remove the incentive on the part of the employees to do their best to further the prosperity of the individual business in which they were engaged. It is scarcely necessary to add that benefits under such a scheme would be paid as of right, and there should not be taken into account in any way income derived from savings in any other manner. The question of the modification of the system of paying the existing national old age pensions ought to be considered in this connection.

Mr. Jordan gave further examples, and concluded :—

In putting these propositions before you I do not attempt to suggest that the details of the scheme should be regarded as other than tentative, and if any feature should be calculated to frighten capital—even though the apprehension might not be justified—modification of the offending provision would be imperative. On the other hand, it should be borne in mind that no scheme will achieve any useful purpose unless in framing it a *bonâ-fide* attempt is made to, in some measure, satisfy the reasonable aspirations of labour, and to put the relationship between employer and employee on a happier footing.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday :—

Lincoln's Inn.—A. Wilberforce; G. Davis, London Univ.; and Captain D. Bowen, R.E.

Inner Temple.—C. R. Havers (holder of a Certificate of Honour, awarded Easter Term, 1920), B.A., Cambridge; W. C. Vian; E. A. Collymore, M.A., Oxford; C. Asquith, B.A., Oxford; G. E. L. Pardington, M.A., Oxford; H. A. Littlejohn, B.A., Cambridge; C. E. Goulden, M.A., Cambridge; H. B. Milling, M.A., Oxford; I. G. Davies, M.A., Cambridge; H. H. Williams, M.A., Cambridge; J. S. Hockman, B.A., London; M. D. Bhansali, B.A., Cambridge; J. K. Redgrave, Cambridge; A. R. Isola; A. G. Erskine Hill, M.A., LL.B., Cambridge; C. Charuvastra; A. J. Bostock Hill, M.A., Cambridge; H. D. Bentliff, M.A., Cambridge; A. I. Hett, M.A., LL.B., Cambridge; J. Neal, M.A., LL.B., Cambridge; and J. Dickinson, London.

Middle Temple.—Captain J. F. Johnston-Watson, Gordon Highlanders; E. F. Slade; R. L. V. Doake, D.S.O., M.C., and Croix de Guerre, B.A.; J. B. Yeoman, M.D., F.R.C.S.; Major A. H. Davis, D.S.O.; A. B. Scott, M.C., M.A., LL.B.; D. E. Oliver, M.A.; A. C. Sarkar, M.A.; J. F. Macdonald, M.B., Ch.B., M.D., D.P.H.; Captain H. G. Garland, late R.F.A.; J. C. de Wet; Lieutenant A. J. Sherwill, M.C., Licencié en Droit (Caen, France); E. T. Asche, B.A.; E. G. Affleck; A. W. Russell, M.A.; M. W. H. de Silva, B.A., Advocate of Supreme Court of Ceylon.

Gray's Inn.—E. H. Chenalloy, Christ's Coll., Camb.; Captain A. C. Smith, M.C., R.F.A., B.A., St. John's Coll., Oxford, Rhodes Scholar; Captain G. D. H. Wallace, R.A.M.C., M.D., Brussels Univ., M.R.C.S., L.R.C.P., London; A. Sanyal, LL.B., Royal Univ. of Ireland, B.A., LL.B., B.Sc., Allahabad Univ.; Lieutenant R. T. Sharpe, Grenadier Guards; Lieutenant E. Cain, R.A.S.C., B.A., Trinity Hall, Cambs.; Captain A. W. Back, Pembroke Yeomanry, LL.B., London; Captain R. W. Frazier, R.A.F.; Lieutenant-Colonel W. E. Batt, C.M.G., R.F.A.

The Licensed and General Insurance Co. (Ltd.) inform us that during the rebuilding of their premises at Moorgate-street, E.C., their head office will be temporarily at Victoria-embankment, next Temple Station, W.C. 2, after 1st May.

Obituary.

Lord Guthrie.

Lord Guthrie, one of the Senators of the College of Justice in Scotland, died on Wednesday morning at Edinburgh, at the age of seventy-one. He had been in a nursing home for three weeks, and was removed home on Tuesday. Charles John Guthrie, says the *Times*, was a son of the Rev. Thomas Guthrie, D.D., one of the founders of the Ragged Schools and editor of the *Sunday Magazine*. He was admitted to the Faculty of Advocates in 1875, and acquired a large practice. For many years he acted as legal adviser to the Free Church, and afterwards to the United Free Church of Scotland. In 1907 he was promoted from the Sheriffship of Ross, Cromarty and Sutherland to a Judgeship of the Court of Session. He also acted as chairman of several Royal Commissions. Lord Guthrie was a man of wide interests. From 1910 until 1919 he was president of the Boys' Brigade of Great Britain and Ireland, and for some time was president of the Royal Scottish Geographical Society, and chairman of the Early Scottish Text Society. His interest in antiquities led to his election as member of the councils of the Antiquarian and Scottish History Societies. Of the well-known memoirs of his father Lord Guthrie was joint author. He also wrote or edited various publications concerning John Knox and his times. But in the realm of literature Lord Guthrie will probably be best remembered for his tributes to the memory of Robert Louis Stevenson, his friend in youth, whose cottage at Swanston he latterly occupied. His appreciation of Cummy, Stevenson's nurse, was published in 1914. As a Judge Lord Guthrie displayed an infinite capacity for taking pains, and his gentle, kindly nature endeared him to all who knew him. He married a daughter of the Rev. J. C. Burns, D.D., of Kirkliston, and there are two sons and three daughters of the marriage.

Legal News.

Changes in Partnerships.

Dissolutions.

John Duguid Walker, Spencer Lumsden Arnott and Norman Duguid Walker, solicitors (Arnott, Swan, & Walker), 21, Pilgrim-street, Newcastle-on-Tyne. Dec. 31, 1916. So far as concerns the said Spencer Lumsden Arnott, who retires from the said firm.

Alfred Harold Ruston, Albert Alexander Ruston, David Howard Lloyd and Ronald Sowerby Ruston, solicitors (Rustons & Lloyd), Newmarket. March 31. The said Alfred Harold Ruston, David Howard Lloyd, and Ronald Sowerby Ruston will continue the said business under the style or firm of Rustons & Lloyd.

William Spelman Burton, Percy Corder, and Ernest Walter Hudson, solicitors (Watson, Burton, & Corder), Pilgrim House, Newcastle-upon-Tyne. March 31. So far as regards the said Ernest Walter Hudson. The said William Spelman Burton and Percy Corder will carry on the business under the same style or firm. [*Gazette*, April 23.

General.

In the House of Commons, on 22nd April, Mr. Chamberlain, Chancellor of the Exchequer, asked by Major Entwistle if the Reparation Commission had notified the German Government the amount of damage for which compensation was to be made by Germany; what was the extent of that Government's obligations; if due facilities had been allowed to the Germans to give evidence; and what was the composition of the Commission, said :—According to the latest information in the possession of his Majesty's Government, the answer to the first part of the question is in the negative, and the second and third parts do not therefore arise. The composition of the Commission is as follows :—France, M. Poincaré (Chairman), M. Mauclerc; Britain, Sir John Bradbury, G.C.B., Sir Hugh Levick, K.B.E.; Italy, Signor Bertolini, Signor d'Amelio; Belgium, M. Theunis, M. Bemelmane; Japan, M. Mori, M. Sekiba; United States (unofficial representatives), Mr. Rathbone (recently succeeded by Mr. B. W. Boyden), Mr. Logan.

Sir John Simon, addressing a Liberal meeting at Newcastle last Saturday, said that his acquaintance with commercial matters was limited to the occasional employment of his services by business men who did not want to pay excess profits duty. (Laughter.) He was convinced that, though it was right that we should get very large revenue from profits, the excess profits tax was not a well devised tax. It operated with great inequality and unfairness, and, especially now that the war was over, it was calculated to penalize the young firm which was trying to develop. Another thoroughly bad feature was that it encouraged unnecessary and wasteful expenditure. The result incidentally was that a great many people went in for expensive litigation who would not otherwise have done so because they knew it would go down as one of the expenses of their business, and the Chancellor of the Exchequer would pay 60 per cent. of it. He knew that happened in litigation. More than once he had strongly advised people that their case was not likely to win. The answer he got from the men who paid excess profits duty was :—"Oh, don't distress yourself about that; it is not going to cost as much as you think."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday May 3	Mr. Church	Mr. Leach	Mr. Goldschmidt	Mr. Borrer
Tuesday 4	Farmer	Church	Leach	Goldschmidt
Wednesday.... 5	Jolly	Farmer	Church	Leach
Thursday 6	Synge	Jolly	Farmer	Church
Friday 7	Bloxam	Synge	Jolly	Farmer
Saturday 8	Borrer	Bloxam	ynge	Jolly

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.	Mr. Justice Russell.
Monday May 3	Mr. Synge	Mr. Farmer	Mr. Bloxam	Mr. Jolly
Tuesday 4	Bloxam	Jolly	Borrer	Synge
Wednesday .. 5	Borrer	Synge	Goldschmidt	Bloxam
Thursday 6	Goldschmidt	Bloxam	Leach	Borrer
Friday..... 7	Leach	Borrer	Church	Goldschmidt
Saturday 8	Church	Goldschmidt	Farmer	Leach

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 20.

DUKE SPINNING CO., LTD.—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims to Harold Hague, Retiro-chmbrs., Waterloo-st., Oldham, liquidator.

AFRICAN WORLD, LTD. (IN LIQUIDATION.)—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch-st., liquidator.

TRAFFORD POWER AND LIGHT SUPPLY (1902), LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 60, Spring-gdns., Manchester, liquidator.

ALBERT COTTON SPINNING CO. (DARWEN), LTD.—Creditors are required, on or before May 15, to send in their names and addresses, with particulars of their debts or claims, to Herbert Starbuck, South End Mill, Darwen, Lancs. liquidator.

IRVING, SON & JONES, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Jones and Benjamin Davies, liquidators.

BARRAMIA MINING AND EXPLORATION, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen Street-pl., liquidator.

JAMES TATTERSALL & SONS, LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to Sam Lomas Coupe, Town Hall-chmbrs., Rochdale, Liquidator.

R. CUDWORTH (NORDEN), LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to Hugh Oldham, Newgate-chmbrs., Rochdale, liquidator.

THOR THORESEN, JR. (BEIRA), LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before April 30, to send in their names and addresses, and particulars of their debts and claims, to Percy Hopkins, 10, Fenchurch-av., liquidator.

JOHN BUTTERY, LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to Percy William Allen, Ashdene, Norden, near Rochdale, liquidator.

BULA SPINNING CO., LTD.—Creditors are required, on or before May 1, to send in their names and addresses, with particulars of their debts or claims, to H. J. Davidson, Manchester, liquidator.

BAGSLATE MANUFACTURING CO., LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts and claims, to John Shepherd Porter, Edenfield-rd., Norden, near Rochdale, liquidator.

BRITISH COAST STEAM FISHING CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to John James Campbell, 30 Silver-st., Hull, liquidator.

CHURNET VALLEY ENGINEERING CO., LTD.—Creditors are required, on or before May 11, to send their names and addresses, and particulars of their debts or claims, to G. H. Hay, 50, St. Edward-st., Leek, Staffs, liquidator.

London Gazette.—FRIDAY, April 23.

THOMAS WARD ENGINEERING CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch-st., liquidator.

JOHN TOMKINSON & CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Douglas Kidson, 1, Booth-st., Manchester, liquidator.

WOLMAN & CO., LTD.—Creditors are required, on or before May 13, to send in their names and addresses, and full particulars of their debts or claims, to Frank T. Shearcroft, 36, Queen-st., liquidator.

GENERAL STORES AND MUNITIONS CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before May 8, to send their names and addresses, and particulars of their debts or claims to Frederick Addison Bell, of John Barker & Sons, 1, Billiter-av., liquidator.

MINERVA SPINNING CO., LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Harry Ashworth, 9, St. Michael's-sq., Ashton-under-Lyne, liquidator.

ALTHORPE MOTOR & GARAGE CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before May 3, to send their names and addresses, and particulars of their debts or claims, to Albert Edward Lees and Ebenezer Henry Hawkins, joint liquidators.

HATTER ROAD WHEELS SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 8, to send in their names and addresses, with particulars of their debts or claims, to George Parr Watts, Chadsden, Northenden, Cheshire, liquidator.

CAVENDISH SPINNING CO., LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Harry Ashworth, 9, St. Michael's-sq., Ashton-under-Lyne, liquidator.

BUKIT RAJAH RUBBER CO., LTD.—Creditors are required, on or before May 12, to send in their names and addresses, with particulars of their debts or claims, to George Frederick William Woods, 20, Eastcheap, liquidator.

TARANAKI (NEW ZEALAND) OIL WELLS, LTD.—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. Rupert Frederick William Fincham, 3, Warwick-ct., Gray's inn, liquidator.

UNELMA, LTD.—Creditors are required, on or before May 29, to send in their names and addresses, and full particulars of their debts or claims, to Frank T. Shearcroft, 36, Queen-st., liquidator.

RICHARD THOMPSON (STAITHES), LTD.—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Captain Richard Thompson, "Ferndene," Staithes, Yorks., liquidator.

BEWDLEY SAW MILLS CO., LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to A. R. Southan, Old Savings Bank, Kidderminster, liquidator.

PENELOPE MANUFACTURING CO., LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Harry Scampton, 28, Market-st., Wigan, liquidator.

DUKINFIELD INVESTMENT CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 29, to send in their names and addresses, and particulars of their debts or claims, to Mr. James Bancroft, 161, Astley-st., Dukinfield, liquidator.

SWANSEA FUEL CO., LTD.—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to David Roberts, 61, Wind-st., Swansea, liquidator.

London Gazette.—TUESDAY, April 27.

BRUSH-WOOD, LTD. (IN LIQUIDATION).—Creditors are required, on or before June 1, to send their names and addresses, with particulars of their debts or claims, to Stanley Howard Bersey, 53, New Broad-st., liquidator.

PORTH EMPIRE CO., LTD.—Creditors are required, on or before May 31, to send in their names and addresses, and the particulars of their debts or claims, to Evan Davies, Maesyrhaf, Tylorstown, liquidator.

DICKENS HYGIENIC LAUNDRY, LTD. (IN LIQUIDATION).—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Bernard Hennell, 95/97, Finsbury-pavement, liquidator.

ENGLISH AND AUSTRALIAN COPPER CO., LTD.—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to Harry Edgar Clark, 7, St. Mildred's-ct., Bank, liquidator.

COMMERCIAL AIRCRAFT AND ENGINEERING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to E. A. Schneidau, 15, Copthall-av., liquidator.

ASIA MILL, LTD.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts and claims, to Wm. Fenton, 1031, Middleton-rd., Oldham, liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 20.

ADAMS, CHARLES LEMESLE, Wolverhampton. May 20. Waterhouse & Adams, Wolverhampton.

ASLIN, THOMAS WILLIAM, Harringay. May 30. J. McCanna, 28-36, Salisbury House, London-wall.

AUSTEN, AMELIA FORD, New Cross-rd. June 1. Simpson, Palmer & Winder, 1, Southwark-st., London Bridge.

BERTON, "HORTENSE CHARLOTTE EMILIE, Malvern Link. May 10. Russell & Co., Malvern.

BOUSFIELD, MARY KIRBY, Darlington. June 1. Wooler & Wooler, Priestgate, Darlington.

BREWIS, GEORGE, Crouch Hill. May 20. Caporn & Campbell, St. Bride's House, Salisbury-sq.

BROWN, ORMISTON, Kensington. May 20. Denton, Hall & Burgin, 3, Gray's Inn-pl.

BUCKMASTER, ALBERT ALFRED, Horton, Ivinghoe, Bucks. June 30. Newton & Calcott, Leighton Buzzard, Beds.

BUTCHER, ANN CULLERNE, Goodmayes, Essex. May 20. B. Hoddinott, Moorgate Station-chmbrs.

CARRUTHERS, LETITIA MARIANNE, Morecambe. May 20. Hall, Marshall & Sewart, Lancaster.

CLARKE, CHARLES THOMAS ERLIN, Worcester. June 1. Rider, Heaton, Meredith & Mills, 8, New-sq., Lincoln's Inn.

CLOUGH, LEADLEY STEER, Sheffield, Company Director. May 31. Branson & Son, Sheffield.

COWARD, FREDERICK GEORGE, Lanark-mansns., Maida Vale. May 20. Kinsey, Ade & Hocking, 71, Great Russell-st.

DEAN, JOSEPH, Blackpool, Artist. May 14. A. Kidd Whitaker, Blackpool.

DICKINSON, EMMA MARIAN, Corbridge-on-Tyne. May 15. H. & A. Swinburne, Gateshead.

DIXON, WILLIAM JOHN, Woking, Barrister-at-Law. May 31. Oliver Richards & Parker, 10, King-st., St. James's.

DRUMMOND, CAROLINE BETHA DEANE, Dymock, Glos. May 27. Robins, Hay, Walters & Hay, 9, Lincoln's Inn-fields.

DUFFUS, GEORGE, Normanhurst, Woking, Bachelor of Medicine. May 31. Cleaver, Holden & Cleaver, Liverpool.

FLANDERS, EDITH MARY, Hastings. May 17. Young, Coles & Langdon, Hastings.

FLANDERS, ALFRED, Hastings. May 17. Young, Coles & Langdon, Hastings.

FOX, EDWIN MARSHALL, Shoreham-on-Sea. May 26. A. J. Greenop & Co., Bush-lane House, Cannon-st.

FULLER, CHARLES ERNEST WILBERFORCE, Croydon. May 19. Arnold & Henry White, 12 and 14, Great Marlborough-st.

GREEN, HARRY, Clapham Common. June 13. H. G. Beach, Fordingbridge, Hants.

HALL, Brig.-Gen. FRANCIS HENRY, Cheltenham. May 14. Hore, Pattisson & Bathurst, 48, Lincoln's Inn-fields.

HARRISON, ALINE CEPHISE JOSEPHINE, Nantouillet, Seine et Marne, France. May 31. Beachcroft, Hay & Ledward, 9, Theobald's-rd.

HEATON, REINALD, Marble Arch. May 18. Crossman, Block & Co., 16, Theobald's-rd., Gray's Inn.

HEBBLETHWAITE, CLARA, Bournemouth. May 14. Tattersall & Son, Bournemouth.

HENRY, ABRAHAM LINDO, Copthall-av. May 21. Coburn & Co., 11, St. Helen's-pl.

HIBBERT, WILLIAM ARTHUR, Totley Rise, Derby. June 1. Auty & Sons, Sheffield.

HOLE, WILLIAM MACK GOWAN, Swansea. May 3. Gwilym James, Llewellyn & Co., Merthyr Tydfil.

LAING, MARY ANNE HELEN, Queen's-gate. May 31. Torr & Co., 2, Millbank House, Westminster.

LAYCOCK, ALFRED, Ilkley, Yorks, Wool Merchant. May 21. Wade, Tetley, Wade & Co., Bradford.

LEADER, CHARLES ROBERT, Wem, Salop, Physician. May 15. Lucas, Salt & Glover, Wem, Salop.

LINGARD, JOHN, Stockport. May 31. Diggles & Ogden, Manchester.

LUND, FRANCIS, Sunderland, Hosier. May 20. John & Wm. Jos. Robinson, Sunderland.

LOVICK, ELLEN, Haverstock Hill. May 31. Lee & Pembertons, 44, Lincoln's Inn-fields.

MASON, MARTHA, Perry Barr, Birmingham. May 8. C. F. Price, Atkins & Price, Birmingham.

MASON, THOMAS EDWARD, Rochester, Rag Merchant. May 20. Wood & McLellan, Chatham.

MICKLEM, LEONARD, Elstree, Herts. June 1. Richardson, Sadlers & Callard, 3, St. James's-st.

NEWINGTON, MATILDA MARGARET, West Kirby, Chester. May 30. Chas. Jas. Hudson, Hoylake.

OUTRAM, ROSALIE, Bedminster, Bristol. May 31. Dixon & Dixon, Bristol.

OWEN, JOHN, Llansannan, Denbigh, Farmer. May 4. David Thomas, Llanrwst.

PERKINS, EDWARD CHARLES, Plumstead, Kent, Carpenter. May 25. H. P. Russell Bexley Heath.

PHELPS, AGNES JANE, Castle Cary, Somerset. May 20. J. O. Cush & Archer Wincanton, Somerset.

PREVOST, WILLIAM, Lower Clapton-rd. May 25. Syrett & Sons, 15, Finsbury pavement.

RADCLIFFE, AGNES MARY, Bath. May 29. Robertson & Sylvester, Bath.

REID, MARY ELIZABETH, Edinburgh. Aug. 20. Robert White, Edinburgh.

REYNOLDS, FREDERICK WILLIAM, Bristol. May 25. Evans & Taylor, Bristol.

ROWE, SAMUEL BROOKING ANTHONY, Brixton, Devon, Farmer. May 25. W. L. Munday, Plymouth.

ROWE, EDWARD HENDY, Brixton, Devon, Farmer. May 25. W. L. Munday, Plymouth.

SCOTT, BEATRICE MARY, Erdington, Birmingham. May 20. Ansell & Sherwin, Birmingham.

SHEARD, EZRA WALKER, Birstal, Yorks, Dyer. May 31. G. E. B. Blakeley, Dewsbury.

SMITH, ARNOLD HARDY, Moseley, Birmingham. May 20. Ansell & Sherwin, Birmingham.

STEANE, ALMA VICKERS, Grosvenor-sq. May 22. Charles Russell & Co., 37, Norfolk-st., Strand.

THOM, THOMAS MATHIESON, Cheshunt, Herts. May 17. W. J. Pitman, 11-12, Finsbury-sq.

THOMAS, WINIFRED AMELIA, Cwmpadest Cray, Brecon. May 15. Cousins, Botsford & Co., Cardiff.

TRITTON, ROBERT, and AMELIA TRITTON, Dover. June 4. Mowll & Mowll, Dover.

USBORNE, CHARLES FREDERICK, Battle, Sussex. June 8. Raper & Son, Battle, Sussex.

WALES, ROBERT JAMES, Sheffield, Company Director. May 28. Smith, Smith & Fielding, Sheffield.

WEBBE, NELSON, Burbage, Buxton, Confectioner. May 14. A. J. H. Oram, Buxton.

WHITWORTH, CHARLES JOSEPH, Theddlethorpe, near Louth. May 31. Burch, Whitehead & Davidsons, 6, Bolton-st., Piccadilly.

WILSON, EMILY, West Hartlepool. May 1. Edward Fryer & Webb, West Hartlepool.

WINN, MARY ELIZABETH, Newcastle-upon-Tyne. May 15. Dickinson, Miller & Turnbull, Newcastle-upon-Tyne.

Bankruptcy Notices.

London Gazette.—TUESDAY, April 20.

FIRST MEETINGS.

DOWNS, HENRY SUMMERS, Langley, Bucks. May 4 at 11.30. 14, Bedford-row.

ENDACOTT, DAVID, and HORACE CHARLES DRURY BROWNE, Gray's Inn-rd. April 29 at 11. Bankruptcy-bldgs., Carey-st.

FREEMAN, JOSEPH, Dalston, Leather Handle Maker. April 29 at 12. Bankruptcy-bldgs., Carey-st.

HENDERSON, MALCOLM M., Orleans Club, King-st., St. James'. April 29 at 2. Bankruptcy-bldgs., Carey-st.

JOHNSON, CHARLES RODRICK, Sheffield, York, Furniture Dealer. April 27 at 12. Off. Rec., Figtree-lane, Sheffield.

JONES, JOHN, Trawsfynydd, Merionethshire, Butcher. April 28 at 12.15. The Cross Foxes Hotel, Trawsfynydd.

LAMBLE, JOHN, Salcombe, Devon, Bootmaker. April 30 at 3. 7, Buckland-ter., Plymouth.

MILLWARD, JOHN ARTHUR, Thornaby-on-Tees, Yorks, Labourer. April 29 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.

NORMAN, GEORGE, Bedford, Surveyor. May 4 at 10.45. The Shire Hall, Bedford.

PAY, WALTER HERBERT, D'Arblay-st., Wardour-st. April 28 at 12. Bankruptcy-bldgs., Carey-st.

PORDES, BERNARD, Christopher-st. April 28 at 11. Bankruptcy-bldgs., Carey-st.

TAYLOR, BERTRAND, Leys-lane, Lincoln, Accountant. April 29 at 11.15. Off. Rec., Lincoln.

TIREMAN, WILLIAM, Stockton-on-Tees, Wireworker. April 29 at 2.30. Off. Rec., 80, High-st., Stockton-on-Tees.

YATES, HUMPHREY WILLIAM MAGHULL, Saltwood, Hythe, Kent. April 28 at 11.30. Off. Rec., 68a, Castle st., Canterbury.

ADJUDICATIONS.

ABBOTT, ALFRED, Walthamstow, Essex, Grocer. High Court. Pet. April 13. Ord. April 13.

BEAVER, JAMES HAROLD, Giltspur-st. Advertising Agent. High Court. Pet. Feb. 24. Ord. April 13.

DAVIES, DAVID JOHN, Gilfach Goch, Glam. Pontypridd. Pet. April 13. Ord. April 12.

DERMOTT, MAUDE ELIZABETH, Connaught-st., Hyde Park. High Court. Pet. April 12. Ord. April 12.

EDGE, JOHN, Pendleton, Lancs., Drysalter. Salford. Pet. March 12. Ord. April 13.

HALLOWS, WALTER HENRY, and GEORGINA HALLOWS, Sheffield, Yorks, Hardware Dealers. Sheffield. Pet. April 14. Ord. April 14.

HAMBLIN, LESLIE, Cranbourn-st. High Court. Pet. Jan. 29. Ord. April 10.

LAMBLE, JOHN, Salcombe, Devon, Bootmaker. Plymouth. Pet. April 12. Ord. April 12.

LEESE, CHARLES, Earl's Court-sq. High Court. Pet. Dec. 10. Ord. April 14.

MILLWARD, JOHN ARTHUR, Thornaby-on-Tees, Yorks, Labourer. Stockton-on-Tees. Pet. April 14. Ord. April 14.

STEWART-BROWN, JOHN PERCIVAL, Piccadilly. High Court. Pet. Feb. 26. Ord. April 13.

TAYLOR, BERTRAND, Lincoln, Accountant. Lincoln. Pet. April 13. Ord. April 13.

WAITE, JOHN NEWMAN, West Norwood. Mechanical Engineer. High Court. Pet. March 17. Ord. April 13. Amended Notice substituted for that published in the London Gazette of Feb. 4.

DEITCHMAN, ISRAEL, 7, Great Titchfield-st., Poultry Salesman. High Court. Pet. Dec. 13. Ord. Jan. 30.

London Gazette.—FRIDAY, April 23.

RECEIVING ORDERS.

CROSS, HENRY T, Wandsworth, Grocer. Croydon. Pet. April 1. Ord. April 20.

CYWAN, H. (male), Hampstead, Tobacco Dealer. High Court. Pet. March 31. Ord. April 20.

DE VALHERMEY, Count MAURIS, Westbourne-gdns. High Court. Pet. Jan. 8. Ord. April 20.

GASKELL, PAUL, and HAROLD GASKELL, Liverpool, Produce Merchants. Liverpool. Pet. April 20. Ord. April 20.

JEFFORD, ROBERT HENRY, Christchurch, Hants, Draper. Poole. Pet. April 20. Ord. April 20.

LANDAU, GABRIEL, Spitalfields, Wholesale Fruit Salesman. High Court. Pet. Feb. 18. Ord. April 14.

LEES, EDMUND, Ulverston, Lancaster, General Outfitter Barrow-in-Furness. Pet. April 19. Ord. April 19.

STONE, GEORGE MARK, Golder's Green-rd. High Court. Pet. March 18. Ord. April 21.

SWANWICK, ALFRED THOMAS, Cheltenham, Rabbit Dealer. Cheltenham. Pet. April 20. Ord. April 20.